



# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

## Judicial and Public Safety Committee Final Regular Meeting Agenda

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Tuesday, December 3, 2024

8:00 AM

County Board Room

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1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENT**

4. **CHAIR REMARKS - CHAIR EVANS**

5. **APPROVAL OF MINUTES**

5.A. [24-3187](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, November 19, 2024.

6. **PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0043-24](#)

Recommendation for the approval of a contract purchase order to Ray O'Herron Company, for the purchase of uniforms for all sworn employees and new hires, for the Sheriff's Office, for the period of December 30, 2024 through December 29, 2025, for a contract total not to exceed \$358,000; per renewal of RFP #23-123-SHF. (Sheriff's Office)

6.B. [JPS-P-0044-24](#)

Recommendation for the approval of a contract purchase order to Heartland Business Systems, for the purchase of a Scale Computer System, for the Sheriff's Office, for the period of December 10, 2024 through December 9, 2029, for a contract not to exceed \$244,636.52; per TIPS Contract #220105. (Sheriff's Office)

7. **RESOLUTIONS**

7.A. [FI-R-0238-24](#)

Acceptance and appropriation of the Illinois State Opioid Response Criminal Justice Medication Assisted Recovery Integration Grant PY25, MOU Number 2025-103, Company 5000 - Accounting Unit 4496, \$15,000. (Sheriff's Office)

7.B. [FI-R-0239-24](#)

Acceptance and appropriation of the Sustained Traffic Enforcement Program PY25 Grant - Inter-Governmental Agreement No. HS-25-0165, 0402, Company 5000 - Accounting Unit 4525, \$39,082. (Sheriff's Office)

**8. BUDGET TRANSFERS**8.A. [24-3236](#)

Transfer of funds from account nos. 1400-5960-52200 (Operating Supplies and Materials) and 1400-5960-53828 (Contingencies) to account nos. 1400-5960-51040 (Employee Medical and Hospital Insurance) and 1400-5960-50000 (Regular Salaries) in the amount of \$8,400 needed to cover expected shortage for the remainder of FY2024 in the Employee Medical and Hospital Insurance fund and the Regular Salaries fund. (18th Judicial Circuit Court/Law Library)

8.B. [24-3237](#)

Transfer of funds from account nos. 1400-5920-50080 (Salary & Wage Adjustments), 1400-5920-53828 (Contingencies) and 1400-5920-52000 (Furniture/Machinery/Equipment Small Value) to account nos. 1400-5920-50000 (Regular Salaries), 1400-5920-51040 (Employee Medical and Hospital Insurance) and 1400-5920-50040 (Part Time Help) in the amount of \$8,573 needed to cover the expected shortages in these personnel accounts for the remainder of FY24. (State's Attorney's Office/Neutral Site Custody Exchange)

**9. ACTION ITEMS**9.A. [24-3188](#)

County Contract 7339-0001 SERV, issued to CDW Government, decrease the contract amount by \$19,916.80 and close the contract. (Sheriff's Office)

**10. INFORMATIONAL**10.A. [24-3189](#)

Informational - Public Defender's Office Monthly Statistical Report - October 2024. (Public Defender's Office)

10.B. [24-3238](#)

FM-P-0081B-22 - Second Amendment to Resolution FM-P-0081-22 issued to Wight Construction Services, Inc., to provide Architectural and Engineering Design services and Professional Construction Manager services under a Construction Manager at Risk/Guaranteed Maximum Price method of delivery, for the Judicial Annex Improvements, Bond Courtroom expansion at the Jail, and for two new courtrooms at the Judicial Office Facility, for the 18th Judicial Circuit, for Facilities Management, to add additional scope of work to install new doors and other improvements for the Circuit Court Clerk for required increased security and increase the funding in the amount of \$250,000, taking the original contract amount from \$19,800,000 and resulting in a final County cost of \$20,050,000, an increase of 1.26%. (18th Judicial Circuit Court and Facilities Management)

**11. OLD BUSINESS****12. NEW BUSINESS**

**13. ADJOURNMENT**



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-3187

**Agenda Date:** 12/3/2024

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Judicial and Public Safety Committee

### Final Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**Tuesday, November 19, 2024**

**8:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

8:00 AM meeting was called to order by Chair Lucy Evans at 8:02 AM.

**2. ROLL CALL**

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Assistant Director of Operations), Jeff Martynowicz (Chief Financial Officer), Jennifer Sinn (Deputy Chief Financial Officer), Valerie Calvente (Chief Procurement Officer), Evan Shields (Public Information Officer), Barbara Reynolds (Deputy Chief Assistant State's Attorney), Tim Harbaugh (Deputy Director of Facilities), Mark Thomas (Facilities Manager), Craig Dieckman (Director-Office of Homeland Security and Emergency Management), Keith Briggs (Chief of Security), Robert McEllin (Director of Probation), Steve Travia (Director of Transportation), Guy Papa (Chief-Sheriff's Office), Dan Bilodeau (Deputy Chief-Sheriff's Office) and Dan McCarthy (Deputy Chief-Sheriff's Office).

Remote attendees: Candice Adams (Circuit Court Clerk), Suzanne Armstrong (Court Administrator) and Jeff York (Public Defender)

Other Board members in attendance: Member Cindy Cahill, Member Paula Garcia and Member Sheila Rutledge

<b>PRESENT</b>	Chaplin, Childress, DeSart, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo
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**3. PUBLIC COMMENT**

No public comment was offered.

**4. CHAIR REMARKS - CHAIR EVANS**

Chair Evans welcomed all to the meeting.

**5. APPROVAL OF MINUTES**

5.A. [24-3081](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, November 5, 2024.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Liz Chaplin

6. **PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0036-24](#)

Recommendation for the approval of a contract purchase order to William G. Worobec, of the Law Office of William G. Worobec, to provide professional services as a conflict attorney in the Sexually Violent Person Act or Sexually Dangerous Person Act, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$48,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Liz Chaplin

6.B. [JPS-P-0037-24](#)

Recommendation for the approval of a contract purchase order to William G. Worobec, of the Law Office of William G. Worobec, to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$42,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

6.C. [JPS-P-0038-24](#)

Recommendation for the approval of a contract purchase order to Megan Elsner, of Lafata Law LLC, to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for the contract total amount not to exceed \$42,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial

Circuit Court)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Liz Chaplin

6.D. [JPS-P-0039-24](#)

Recommendation for the approval of a contract purchase order issued to Video and Sound Service, Inc., for maintenance and repair of security systems, repair and replace cameras, I-Stars, DVR's and access control systems around the County campus, for the period of December 1, 2024 through November 30, 2026, for a contract total amount not to exceed \$301,582; per bid #24-105-OHSEM. (Office of Homeland Security and Emergency Management/Campus Security)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Liz Chaplin

6.E. [JPS-P-0040-24](#)

Recommendation for the approval of a contract purchase order to Conscisys Corporation, for Professional Software Services, for the period December 1, 2024 through November 30, 2026, for a total contract amount not to exceed \$4,400,000; per renewal of RFP #21-070-CRCT. (Clerk of the Circuit Court)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Dawn DeSart

6.F. [JPS-P-0041-24](#)

Recommendation for the approval of a contract purchase order to DuPage County Health Department, to provide mental health case management services to mentally ill clients, for Probation & Court Services, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$208,000, per Intergovernmental Agreement. (Probation & Court Services)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

6.G. [JPS-P-0042-24](#)

Awarding resolution issued to Journal Technologies, Inc., for a case management system and monthly storage costs, for the Public Defender's Office, for the period of December 1, 2024 through November 30, 2025, for a contract total amount of \$245,240; per RFP #17-143-BF. (Public Defender's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Patty Gustin

7. RESOLUTIONS

7.A. [JPS-R-0014-24](#)

Authorization to participate as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the establishment of a Mutual Aid Intergovernmental Service Agreement (Office of Homeland Security and Emergency Management)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Brian Krajewski
<b>SECONDER:</b>	Patty Gustin

8. BUDGET TRANSFERS

8.A. [24-3082](#)

Transfer of funds from account no. 1000-5900-52100 (IT Equipment Small Value) to account no. 1000-5900-54100 (IT Equipment) in the amount of \$4,840 to cover additional labor costs to have project work completed after hours so as not to shut down traffic courtrooms. This request is associated with PO #6966, Change Order #1. (18th Judicial Circuit Court)

Member Eckhoff inquired as to what type of work is being done in the traffic courtrooms. Court Administrator Suzanne Armstrong responded that technology is being added in these courtrooms which will allow interpreters to join remotely, if needed. Member DeSart then asked why this item and item 9.B., which seem to be associated, were both on the agenda. Court Administrator Armstrong explained that this budget transfer is necessary to move the funds from one account to another, while item 9.B. is the actual request for approval to amend the purchase order.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Grant Eckhoff
<b>SECONDER:</b>	Jim Zay



8.B. [24-3083](#)

Transfer of funds from account no. 1000-4400-54107 (software) to account no. 1000-4400-54100 (IT equipment) in the amount of \$5,000 necessary to cover additional costs for Axon cameras. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Patty Gustin

9. ACTION ITEMS

9.A. [JPS-CO-0012-24](#)

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, to increase funds in the amount of \$14,600 for additional monthly storage, for a new contract total amount of \$897,325.76, a 1.65% increase. (Public Defender's Office)

Member Zay inquired if the Public Defender's Office has been successful in eliminating from this contract the high cost of digital storage of archived cases. Public Defender Jeff York replied that he is working with both the IT Department and the vendor to find a solution to this.

Member Yoo asked for an explanation of the \$14,600 which is in addition to the \$245,000 already approved. Public Defender York explained that the \$245,000 previously approved is for next year's contract for a case management system as well as for storage. The \$14,600 is to pay for the storage costs for the remainder of this year. Further, Member Yoo asked about the \$897,325.76 contract amount. Public Defender York responded that this is the total amount of the 5-year contract, including software rental. The \$245,000 recently approved is for the 6th year of the contract.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Dawn DeSart

9.B. [JPS-CO-0013-24](#)

Recommendation for the approval of an amendment to contract purchase order #6966-0001 SERV, issued to Conference Technologies, Inc., for additional labor costs incurred due to our request for after-hours service in the amount of \$4,840, for a new total contract amount of \$140,530.65, an increase of 3.57%. (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Jim Zay

9.C. [24-3084](#)

Logicalis, 4802-1 SERV - This Purchase Order is decreasing in the amount of \$18,276.91 and closing due to expiration of the contract. (Circuit Court Clerk)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	ADOPTED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

9.D. [24-3085](#)

Level 3 Financing, Inc., 4803-1 SERV - This Purchase Order is decreasing in the amount of \$70,721.04 and closing due to contract expiration. (Circuit Court Clerk)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	ADOPTED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

10. **OLD BUSINESS**

No old business was offered.

11. **NEW BUSINESS**

Member Mary Ozog commented that all elected officials need to be mindful of the content of their social media posts.

**MOTION TO ENTER EXECUTIVE SESSION**

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	ENTER INTO EXECUTIVE SESSION
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Liz Chaplin

12. **EXECUTIVE SESSION**

12.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (8) - Security procedures and the use of personnel and equipment to respond to an actual, threatened, or reasonably potential danger to the safety of employees, staff, the public, or public property.

**MOTION TO LEAVE EXECUTIVE SESSION**

The motion was approved on a roll call vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>AYES:</b>	Chaplin, Childress, DeSart, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo

**13. ADJOURNMENT**

With no further business, the meeting was adjourned at 8:35 AM. The next meeting is scheduled for Tuesday, December 3, 2024 at 8:00 AM.



Judicial/Public Safety Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** JPS-P-0043-24

**Agenda Date:** 12/3/2024

**Agenda #:** 6.A.

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AWARDING RESOLUTION ISSUED TO  
RAY O'HERRON COMPANY, INC.  
FOR THE PURCHASE OF UNIFORMS FOR SWORN EMPLOYEES AND NEW HIRES  
FOR THE SHERIFF'S OFFICE  
(CONTRACT TOTAL AMOUNT \$358,000)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Ray O'Herron Company, Inc., for the purchase of uniforms for all sworn employees and new hires, for the period of December 30, 2024 through December 29, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the purchase of uniforms for all sworn employees and new hires, for the period of December 30, 2024 through December 29, 2025, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Ray O'Herron Company, Inc., 1600 75th St., Downers Grove, IL 60516, for a contract total amount not to exceed \$358,000, per renewal of RFP #23-123-SHF.

Enacted and approved this 10th day of December 2024, at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0043-24	RFP, BID, QUOTE OR RENEWAL #: 23-123-SHF	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$358,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,432,000.00
	CURRENT TERM TOTAL COST: \$358,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Ray O'Herron Company Inc	VENDOR #: 11145	DEPT: Sheriff's Office	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Justin Fredricks	VENDOR CONTACT PHONE: 800-223-2097	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: bids@oherron.com	VENDOR WEBSITE: www.oherron.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Uniforms for new employees as well as yearly uniform allowance for all sworn employees and civilians who are a part of a collective bargaining unit.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide uniform allowance for deputies and new hires.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RFP (REQUEST FOR PROPOSAL)	

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source. Vendor selected via lowest responsible bidder per 23-123-SHF
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Approve contract so we can continue to purchasing uniforms for all sworn employees and new hires

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ray O'Herron	Vendor#: 11145	Dept: Sheriff's Office	Division: Budget
Attn: Justin Fredricks	Email:	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 1600 75th St	City: Downers Grove	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60516	State: IL	Zip: 60187
Phone: 630-629-2677	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ray O'Herron	Vendor#: 11145	Dept: Sheriff's Office	Division: Quartermaster
Attn:	Email:	Attn: Shirley Kerstein	Email: shirley.kerstein@dupagesheriff.org
Address: 1600 75th St	City: Downers Grove	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60516	State: IL	Zip: 60187
Phone: 630-629-2677	Fax:	Phone: 630-407-2119	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 30, 2024	Contract End Date (PO25): Dec 29, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Sheriff Officers Uniforms & Accessories	FY25	1000	4400	52220		358,000.00	358,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 358,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



## AMENDMENT FOR CONTRACT RENEWAL

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Ray O'Herron Company, Inc., located at 3549 N. Vermilion St., Danville IL 61832, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-123-SHF which became effective on 12/30/2023 and which will expire 12/29/2024. The contract is subject to a first of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to including a one-time price adjustment effective 12/30/2024, as per attached price quote.

The contract renewal shall be effective on the date of last signature and shall terminate on 12/29/2025.

### CONTRACTOR

### THE COUNTY OF DUPAGE



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Michael O'Herron

\_\_\_\_\_  
Brian Rovik

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
President

\_\_\_\_\_  
Buyer I

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
11/18/2024

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE





3549 N Vermilion St  
 Danville, IL 61832  
 www.oherron.com  
 rayoherron@oherron.com  
 1-800-223-2097

# Repeating Order

**Repeating Order # 3221885**  
 Customer No: 00-60187SH  
 Date: 11/13/2024

**BILL TO:**  
 DUPAGE COUNTY SHERIFF  
 ATTN: BUDGET SUPPORT  
 501 N. COUNTY FARM RD.  
 WHEATON, IL 60187

**SHIP TO:**  
 CUSTOMER PICK UP  
 SHIRLEY.KERSTEIN@DUPAGESHERIFF.ORG

<b>BADGE NO:</b>	<b>PAYMENT TERMS:</b>	<b>ORDERED BY:</b>	<b>ORDER COMMENT:</b>
	NET 30 DAYS	2025 UNIFORM CONTRACT PRICING	

ITEM NO	DESCRIPTION	QUANTITY	PRICE	DISC %	DISC PRICE	EXT PRICE
	HDM					
	*****BID PRICING--NO FREIGHT*****					
	SHIRTS					
	MEN					
95R6986-L	DLX TACTCL SHIRT LAPD NAVY L	1.00	78.95	15.00	67.11	67.11
3201-86-M	POLO SS IMPACT LAPD NAVY M	1.00	40.95	15.00	34.81	34.81
71183-750-LR	PDU,MENS SS TWL CLS A,NAVY,LR	1.00	60.00	15.00	51.00	51.00
71332-750-LR	SHIRT,S/S PDU RAPID,MNVY,LR	1.00	70.00	15.00	59.50	59.50
3544N-165	CX360 SS SHIRT MDNT NAVY 16.5	1.00	58.65	15.00	49.85	49.85
*45W6986-16535	DLX TACTCL LS SHIRT LAPD NVY L	1.00	91.95	15.00	78.16	78.16
3221-86-L	POLO LS IMPACT LAPD NAVY L	1.00	49.95	15.00	42.46	42.46
72344-750-LR	PDU,MENS LS TWL CLS A,NAVY,LR	1.00	65.00	15.00	55.25	55.25
72093-750-LR	TACLITE PDU RAPID SHIRT MN LR	1.00	75.00	15.00	63.75	63.75
3524N-16535	CX360 LS SHIRT MDN NVY 16.5X35	1.00	63.35	15.00	53.85	53.85
	WOMEN					
3201W-86-L	POLO SS IMPACT LAPD NVY WMNS L	1.00	40.95	15.00	34.81	34.81
152R6600-36	WMNS DLX TRPCL SHRT WHITE 36	1.00	70.95	15.00	60.31	60.31
61304-750-LR	PDU RAPID SHIRT SS MNVY LR	1.00	70.00	15.00	59.50	59.50

# Repeating Order

**Repeating Order # 3221885**

BILL TO:  
 DUPAGE COUNTY SHERIFF  
 ATTN: BUDGET SUPPORT  
 501 N. COUNTY FARM RD.  
 WHEATON, IL 60187

SHIP TO:  
 CUSTOMER PICK UP  
 SHIRLEY.KERSTEIN@DUPAGESHERIFF.O  
 RG

Customer No: 00-60187SH

Date: 11/13/2024

ITEM NO	DESCRIPTION	QUANTITY	PRICE	DISC %	DISC PRICE	EXT PRICE
61158-750-MR	PDU,WMNS SS TWL CLS A,NVY,MR	1.00	60.00	15.00	51.00	51.00
3554LC-36	CX360 SS SHIRT MDN NVY WMN 36	1.00	58.65	15.00	49.85	49.85
3221W-86-L	POLO LS IMPACT NAVY WMNS L	1.00	49.95	15.00	42.46	42.46
62064-750-LR	PDU,WMNS LS TWL CLS A,NVY,LR	1.00	65.00	15.00	55.25	55.25
62372-750-SR	PDU RAPID SHIRT LS MNVY SR	1.00	75.00	15.00	63.75	63.75
3534LC-36	CX360 LS SHIRT MDN NVY WMN 36	1.00	63.35	15.00	53.85	53.85
	UNIFORM PANTS					
	MEN					
47400-86-36	PANTS LAPD NAVY 36	1.00	71.95	15.00	61.16	61.16
38200-86-36	PANTS POLY LAPD NAVY 36	1.00	60.95	15.00	51.81	51.81
74370-750-36	PANTS TACLITE PDU A MIDNITE 36	1.00	65.00	15.00	55.25	55.25
74338-750-36	PDU PANTS,MENS TWL CLS A,NV,36	1.00	65.00	15.00	55.25	55.25
39300-86-36	PANTS, 6PKT POLY/RYN/LY NB 36	1.00	104.95	15.00	89.21	89.21
39400-86-36	PANTS, POLY/RAY/LYCRA NB 36	1.00	82.95	15.00	70.51	70.51
	WOMEN					
47400W-86-10	PANTS LAPD NAVY WOMENS 10	1.00	71.95	15.00	61.16	61.16
38200W-86-10	WOMEN'S PANTS POLY NAVY 10	1.00	60.95	15.00	51.81	51.81
64371-750-10	PANTS,WMNS T/L PDU CLS B,NV,10	1.00	70.00	15.00	59.50	59.50
64304-750-10	PDU PANTS,WMNS TWL CLS A,NV,10	1.00	65.00	15.00	55.25	55.25
39300W-86-10	PANTS, 6PKT POLY/RYN/LYC NB 10	1.00	104.95	15.00	89.21	89.21

# Repeating Order

**Repeating Order # 3221885**

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 RG

Customer No: 00-60187SH

Date: 11/13/2024

ITEM NO	DESCRIPTION	QUANTITY	PRICE	DISC %	DISC PRICE	EXT PRICE
39400W-86-10	PANTS-WMS, PLY/RAY/LYCRA NB 10	1.00	82.95	15.00	70.51	70.51
	OUTERWEAR					
48167-019-L	VALIANT SOFT JACKET, BLACK, L	1.00	150.00	15.00	127.50	127.50
48096-724-L	JACKET, DOUBLE DUTY, DK NAVY, L	1.00	150.00	15.00	127.50	127.50
	UNDERGARMENTS					
1365389-001-LG	TAC CG IR CREW, BLACK, LG	1.00	60.00	15.00	51.00	51.00
1365394-001-MD	TAC CREW CGI BASE, BLK, WMNS LG	1.00	60.00	15.00	51.00	51.00
	LEGGINGS					
1365390-001-LG	TAC CG IR LEGGING, BLACK, LG	1.00	60.00	15.00	51.00	51.00
*1365390-001-MD		1.00	60.00	15.00	51.00	51.00
	CIVILIAN SHIRTS					
K5131-L	POLO SS PERF BLACK L	1.00	43.80	15.00	37.23	37.23
K5141-L	POLO LS PERF BLACK L	1.00	48.50	15.00	41.23	41.23
	GEAR					
350103	HANDCUFFS M100 NICKEL	1.00	33.99	15.00	28.89	28.89
350133	HANDCUFFS, S&W MODEL 1H HINGED	1.00	49.00	15.00	41.65	41.65
52600	BATON S26 SENTRY	1.00	109.99	15.00	93.49	93.49
52632	SCABBARD 26 SIDEBREAK BLACK	1.00	56.80	15.00	48.28	48.28
22102	7907 MACE CASE MK-3 PL BLK HS	1.00	33.00	15.00	28.05	28.05
38-4-4HS	MACE CASE-BW BLK HS MK3	1.00	36.00	15.00	30.60	30.60

# Repeating Order

**Repeating Order # 3221885**

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SHIP TO:  
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 RG

Customer No: 00-60187SH

Date: 11/13/2024

ITEM NO	DESCRIPTION	QUANTITY	PRICE	DISC %	DISC PRICE	EXT PRICE
C.E.R.T. APPROVED						
F545238001L2	BDU SHIRT,L2,BATLRIP,BK,41-45R	1.00	35.00	15.00	29.75	29.75
F520538001L2	BDU PANTS,BATTLERIP,BLK,35-39R	1.00	35.00	15.00	29.75	29.75
K9 APPROVED						
47300-86-36	PANTS,POLY/COTTON,NAVY,36	1.00	94.95	15.00	80.71	80.71
47300W-86-10	PANTS,POLY/COTTON,NAVY,WM 10	1.00	94.95	15.00	80.71	80.71
RANK INSIGNIA						
P900	2ND LT GOLD CLUTCH BACK,PAIR	1.00	8.99	15.00	7.64	7.64
P1300	2ND LT GOLD BK MINI RNK INSIG	1.00	8.99	15.00	7.64	7.64
*P762	1" Corporal Insignia	1.00	8.99	15.00	7.64	7.64
*P302	3/4" Corporal Insignia	1.00	8.99	15.00	7.64	7.64
P904	MAJOR LEAVES GOLD CLUTCH,PAIR	1.00	8.99	15.00	7.64	7.64
P1304	MAJOR LVS GLD MINI RK I BK	1.00	8.99	15.00	7.64	7.64
P1306	COLONEL EAGLES GOLD MINI RK I	1.00	8.99	15.00	7.64	7.64
*P906	1" Colonel Insignia	1.00	8.99	15.00	7.64	7.64
*P1900	1" (1-Star)	1.00	8.99	15.00	7.64	7.64
*P1800	3/4" (1-Star)	1.00	8.99	15.00	7.64	7.64
*P1902	1" (2-Star)	1.00	8.99	15.00	7.64	7.64
*P1904	1" (3-Star)	1.00	8.99	15.00	7.64	7.64

# Repeating Order

**BILL TO:**  
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 WHEATON, IL 60187

**SHIP TO:**  
 CUSTOMER PICK UP  
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 RG

**Repeating Order # 3221885**  
 Customer No: 00-60187SH  
 Date: 11/13/2024

ITEM NO	DESCRIPTION	QUANTITY	PRICE	DISC %	DISC PRICE	EXT PRICE
*P1806	3/4" (3-Star)	1.00	8.99	15.00	7.64	7.64
*P764	1" Sergeant Insignia	1.00	8.99	15.00	7.64	7.64
*P304	3/4" Sergeant Insignia	1.00	8.99	15.00	7.64	7.64

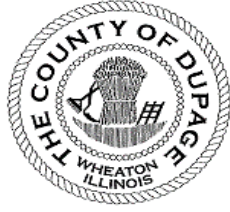
**DISCOUNT**

15% DISCOUNT OFF STORE PRICE ON ALL OTHER ITEMS.

Total Discount: 519.01  
 Sales Tax: 0.00

**Repeating Order Total: 2,941.09**

**THIS IS NOT AN INVOICE. ADDITIONAL SHIPPING CHARGES MAY APPLY.**  
 Quoted prices are good until 30 days from date of quote or until otherwise noted.  
 If you have questions or are ready to place an order please email [orders@oherron.com](mailto:orders@oherron.com)  
 or call 1-800-223-2097



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 SHERIFF'S UNIFORMS 23-123-SHF  
 BID TABULATION

✓

Criteria	Available Points	GALLS	RAY O'HERRON COMPANY, INC
Firm Qualifications	20	15	18
Key Qualifications	30	16	29
Project Understanding	30	22	29
Price	20	20	17
Total	100	73	93

Fee and Rate Proposal	\$ 2,708.43	\$ 3,106.65
Percentage of points	100%	87%
Points awarded (wtd against lowest price)	20	17

NOTES

Bid Opened On 11/27/2023, 2:30 PM CST by	DW, NE
Invitations Sent	53
Total Requesting Documents	2
Total Bid Responses Received	2

## SECTION 8 - BID FORM PRICING

Vendors must bid all items. There shall be no additional charge for oversize items. New clothing is to be priced with any alterations included. All clothing prices shall include the sewing of patches, any embroidery and/or silk screening where applicable. All leather goods shall be plain black leather with brass snaps. Badges and shields shall be made after written acceptance from the Sheriff or the Quartermaster. Any item purchased that is not listed below requires approval from the Sheriff. (Please note: Uncle Mikes is now owned by Bushnell.) If an item listed below is no longer manufactured or available, a bidder may suggest and quote a similar alternative. Alternates must meet or exceed the listed specification. For items not specifically listed below, if the vendor is to offer any incentives or discounts, those must be noted in the bid package. Pricing shall be returned in a separate envelope.

NO.	ITEM	MFG #	UOM	QTY	PRICE
<b>MEN'S SHORT SLEEVE SHIRTS</b>					
1	Flying Cross Men's Short Sleeve Poly Rayon Lycra Hybrid Performance Shirt	95R69	EA	1	\$ 64.55
2	Cross Fx Class A Style Short Sleeve Shirt by Flying Cross	FX5000	EA	1	\$ See Alternate Item List
3	5.11 Tactical Men's Patrol Duty Uniform PDU Short Sleeve Class A Twill Shirt	71183	EA	1	\$ 51.00
4	5.11 Tactical Short Sleeve Taclite PDU Rapid Shirt (w/vest carrier)	71332	EA	1	\$ 59.50
5	Elbeco Classic TexTrop Polyester Short Sleeve Zipper Shirt	Z3314	EA	1	\$ See Alternate Item List
<b>MEN'S LONG SLEEVE SHIRTS</b>					
6	Flying Cross Men's Long Sleeve Poly Rayon Lycra Hybrid Performance Shirt	45W69	EA	1	\$ 75.60
7	Cross Fx Class A Style Long Sleeve Shirt by Flying Cross	FX5020	EA	1	\$ See Alternate Item List
8	5.11 Tactical Men's Patrol Duty Uniform PDU Long Sleeve A Class Twill Shirt	72344	EA	1	\$ 55.25
9	5.11 Tactical Long Sleeve Taclite PDU Rapid Shirt (w/vest carriers)	72093	EA	1	\$ 63.75
10	Elbeco Classic TexTrop Polyester Men's Long Sleeve Zipper Shirt	31300	EA	1	\$ See Alternate Item List
<b>WOMEN'S SHORT SLEEVE SHIRTS</b>					
11	Cross Fx Women's Class A Style Short Sleeve Shirt by Flying Cross	FX5000W	EA	1	\$ See Alternate Item List
12	Flying Cross Women's Deluxe Tropical Weave Short-Sleeve Shirt	152R66	EA	1	\$ 58.60
13	5.11 Tactical Women's Short Sleeve PDU Rapid Shirt (w/vest carriers)	61304	EA	1	\$ 59.50
14	5.11 Tactical Women's Short Sleeve PDU Rapid Shirt (w/vest carriers)	61158	EA	1	\$ 51.00
15	Elbeco TexTrop2 Women's Zippered Short Sleeve Shirt	Z9814LCN	EA	1	\$ See Alternate Item List
<b>WOMEN'S LONG SLEEVE SHIRTS</b>					
16	Cross Fx Women's Class A Style Long Sleeve Shirt by Flying Cross	FX5020W	EA	1	\$ See Alternate Item List

NO.	ITEM	MFG #	UOM	QTY	PRICE
17	5.11 Tactical Women's Patrol Duty Uniform PDU Long Sleeve A Class Twill Shirt	62064	EA	1	\$ 55.25
18	5.11 Tactical Women's Long Sleeve PDU Rapid Shirt (w/vest carriers)	62372	EA	1	\$ 63.25
19	TexTrop2 Long Sleeve Shirt – Women's - Zipper	20491-Zipper	EA	1	\$ See Alternate Item List
<b>MEN'S UNIFORM PANTS</b>					
20	Flying Cross Men's Polyester Cotton Trousers with Flex Waistband	47400	EA	1	\$ 56.06
21	Cross FX Men's Class A Style Pants	FX57400	EA	1	\$ See Alternate Item List
22	5.11 Tactical Taclite PDU Class A Pant (covert pocket)	74370	EA	1	\$ 55.25
23	5.11 Tactical Men's Patrol Duty Uniform PDU Class A Twill Pants (covert pocket)	74338	EA	1	\$ 55.25
24	Flying Cross Men's Deluxe Tactical Pants TII (Cargo) (Corrections)	39300	EA	1	\$ 86.65
25	Flying Cross Men's Deluxe Tactical Pants TI (Cargo) (Corrections)	39400	EA	1	\$ 67.95
<b>WOMEN'S UNIFORM PANTS</b>					
26	Flying Cross Women's Poly Cotton Pants	47400W	EA	1	\$ 56.05
27	Class FX Women's Class A Style Pants	FX57400W	EA	1	\$ See Alternate Item List
28	5.11 Tactical Women's Taclite PDU Class A Pant (covert pocket)	64370	EA	1	\$ See Alternate Item List
29	5.11 Tactical Women's Patrol Duty Uniform PDU Class A Twill Pants (covert pocket)	64304	EA	1	\$ 55.25
30	Flying Cross Women's Deluxe Tactical Pants TII (Cargo) (Corrections)	39300W	EA	1	\$ 86.65
31	Flying Cross Women's Deluxe Tactical Pants TI (Cargo) (Corrections)	39400W	EA	1	\$ 67.95
<b>MEN'S OUTERWEAR</b>					
32	Under Armor Men's Storm Tactical Job Fleece	1262440	EA	1	\$ Discontinued/ N/A
33	5.11 Tactical Valiant Softshell Jacket	48167	EA	1	\$ 127.50
34	5.11 Double Duty Jacket	48096	EA	1	\$ 127.50
<b>WOMEN'S OUTERWEAR</b>					
35	Under Armour Women's Storm Tactical Job Fleece	1271618	EA	1	\$ Discontinued/ N/A
36	5.11 Tactical Valiant Softshell Jacket	48167	EA	1	\$ 127.50
37	5.11 Double Duty Jacket	48096	EA	1	\$ 127.50
<b>MEN'S UNDERGARMENTS</b>					
38	Under Armour Team Tech Short Sleeve T Shirt	1228539	EA	1	\$ N/A
39	Under Armour TAC CG Infrared Crew	1244394	EA	1	\$ See Alternate Item List
<b>WOMEN'S UNDERGARMENTS</b>					
40	Under Armour Women's Charged Cotton Shirt	1236032	EA	1	\$ N/A



NO.	ITEM	MFG #	UOM	QTY	PRICE
41	Under Armour Tac ColdGear Women's Crew #1316922	1244397	EA	1	\$ See Alternate Item List
MEN'S LEGGINGS					
42	Under Armour Men's ColdGear Infrared Tactical Fitted Leggings	1244395	EA	1	\$ See Alternate Item List
WOMEN'S LEGGINGS					
43	Under Armour Tac ColdGear Women's Leggings #1316923	1244398	EA	1	\$ See Alternate Item List
CIVILIAN SHIRTS					
44	Elbeco UFX Tactical Short Sleeve Polos	K5131	EA	1	\$ 36.13
45	Elbeco UFX Tactical Long Sleeve Polos	K5141	EA	1	\$ 40.04
46	5.11, UNDER ARMOUR, PRO FEET, ETC.		EA	1	\$ See Discount Bid List
SOCKS					
47	* Any black duty boots or shoes that conform to the policy are permissible. 5.11, Under Armour, Reebok, Bates, Rocky, Etc.		EA	1	\$ See Discount Bid List
FOOTWEAR					
48	* Any black duty boots or shoes that conform to the policy are permissible. 5.11, Under Armour, Reebok, Bates, Rocky, Etc.		EA	1	\$ See Discount Bid List
BELTS/TACTICAL GEAR/BELT KEEPERS					
49	* Any gear that conforms to the policy are permissible. Safariland, Bianchi, Uncle Mike's, Blackhawk, Etc.		EA	1	\$ See Discount Bid List
FIREARM HOLSTERS					
50	1. Any holster with/without tactical light		EA	1	\$ See Discount Bid List
51	2. Any holster for an off-duty firearm		EA	1	\$ See Discount Bid List
52	3. Any holster for a backup firearm worn on duty		EA	1	\$ See Discount Bid List
TASER HOLSTERS					
53	BLACKHAWK! Taser® X-26 Level 2 SERPA Duty Holster – Matte Finish	44H015BK	EA	1	\$ See Discount Bid List
54	BLACKHAWK! X-26 Taser Holster Cartridge Pouch	44A890BK	EA	1	\$ See Discount Bid List
55	BLACKHAWK! Molded Cordura Nylon Taser Cartridge Pouch	44A800BK	EA	1	\$ See Discount Bid List
BALLISTIC VEST CARRIERS					
56	* Any brand of vest carrier approved by office with 4 pockets included. Any extra modifications paid for by purchaser.		EA	1	\$ See Discount Bid List
GLOVES					
57	* Any brand of tactical, summer, winter, traffic direction glove conforming to office policy is permissible.		EA	1	\$ See Discount Bid List
HATS					
58	*Stetson for Dress Uniform		EA	1	\$ See Discount Bid List

NO.	ITEM	MFG #	UOM	QTY	PRICE
59	*Baseball Style Hats with Sheriff Patch/Logo for Summer Wear		EA	1	\$ See Discount Bid List
60	*Any brand of Dark Navy/Black beanie style cap for winter wear		EA	1	\$ See Discount Bid List
61	*Any brand of lockout tool and lockout accessories available		EA	1	\$ See Discount Bid List
<b>LOCKOUT TOOLS</b>					
62	*Any brand of "go-bags"/tactical bag/car seat caddy/trunk organizer		EA	1	\$ See Discount Bid List
<b>TACTICAL BAGS</b>					
63	*Any brand of "go-bags"/tactical bag/car seat caddy/trunk organizer		EA	1	\$ See Discount Bid List
<b>FLASHLIGHTS, BATTERIES, TRAFFIC WANDS, TRAFFIC VESTS</b>					
64	*Any brand of LED flashlight rechargeable or battery (1 PER YEAR)		EA	1	\$ See Discount Bid List
65	*Batteries for flashlights		EA	1	\$ See Discount Bid List
66	*Weapon light for duty, backup, off duty, AR-15, Mini-14, or Shotgun (2 PER YEAR)		EA	1	\$ See Discount Bid List
67	*Handheld/Tactical Light		EA	1	\$ See Discount Bid List
68	*Uniform Wearable Light		EA	1	\$ See Discount Bid List
69	*Traffic Wand		EA	1	\$ See Discount Bid List
70	*Any traffic vest that conforms to the policy are permissible.		EA	1	\$ See Discount Bid List
<b>MAGAZINE HOLDERS/POUCHES</b>					
71	*Any brand of magazine holder/bag sling for extra magazines		EA	1	\$ See Discount Bid List
<b>HANDCUFFS</b>					
72	Smith & Wesson Model 100 Nickel Finished Handcuff Chain	350103	EA	1	\$ 26.35
73	Smith & Wesson Universal Hinged Handcuffs	350133	EA	1	\$ 41.65
<b>BATONS/BATON HOLDER</b>					
74	ASP 26" Sentry Expandable Baton	52600	EA	1	\$ 90.09
75	ASP Rotating Sidebreak Scabbard for 26" Expandable Batons	2521	EA	1	\$ See Alternate Item List
<b>PEPPER SPRAY/FOAM HOLDERS</b>					
76	LawPro MK3 Mace Spray Holder	TK085	EA	1	\$ See Alternate Item List
77	Safariland Tactical SLS OC/Mace Pouch	38	EA	1	\$ 30.59
<b>SHOOTING/RANGE GEAR</b>					
78	*Hearing protection (Muffs or Plugs)		EA	1	\$ See Discount Bid List
79	*Eye protection		EA	1	\$ See Discount Bid List
<b>C.E.R.T. APPROVED</b>					
80	Propper Tactical Black Shirt BDU	F545238001	EA	1	\$ 29.75

NO.	ITEM	MFG #	UOM	QTY	PRICE
81	Propper BDU Black Trouser	F520538001	EA	1	\$ 29.75
K9 APPROVED					
82	Men's Command Wear Trouser	47300	EA	1	\$ 78.15
83	Women's Command Wear Trouser	47350	EA	1	\$ 78.15
RANK INSIGNIA					
84	LawPro Lieutenant Insignia 1" (Jacket)	VS-1-BK	EA	1	\$ See Alternate Item List
85	LawPro Lieutenant Insignia 3/4" (Uniform)	QM4409MG	EA	1	\$ See Alternate Item List
86	LawPro Corporal Insignia 1" (Jacket)	HS2344	EA	1	\$ See Alternate Item List
87	LawPro Corporal Insignia 3/4" (Uniform)	QM4405MG	EA	1	\$ See Alternate Item List
88	LawPro Major Insignia 1" (Jacket)	QM4427RG	EA	1	\$ See Alternate Item List
89	LawPro Major Insignia 3/4" (Uniform)	QM4412MG	EA	1	\$ See Alternate Item List
90	LawPro Colonel Insignia 1" (Jacket)	QM4428RG	EA	1	\$ See Alternate Item List
91	LawPro Colonel Insignia 3/4" (Uniform)	PY-0313	EA	1	\$ See Alternate Item List
92	LawPro Deputy Chief (1-Star) 1" (Jacket)		EA	1	\$ See Alternate Item List
93	LawPro Deputy Chief (1-Star) 3/4" (Uniform)		EA	1	\$ See Alternate Item List
94	LawPro Chief Insignia (2-Star) 1" (Jacket)	QM4471G	EA	1	\$ See Alternate Item List
95	LawPro Chief (3-Star) 1" (Jacket)		EA	1	\$ See Alternate Item List
96	LawPro Deputy Chief (3-Star) 3/4" (Uniform)		EA	1	\$ See Alternate Item List
97	LawPro Sergeant Insignia 1" (Jacket)	QM4422RG	EA	1	\$ See Alternate Item List
98	LawPro Sergeant Insignia 3/4" (Uniform)	QM4407MG	EA	1	\$ See Alternate Item List

# DuPage County Sheriff's Uniform Bid

## Alternate Item List

Bid Number	Description	MFG	MFG #	UOM	QTY	Price
2	Men's Short Sleeve Impact Polo	Flying Cross	3200	EA	1	\$25.49
5	Men's CX360 Short Sleeve Shirt	Elbeco	3544	EA	1	\$48.40
7	Men's Long Sleeve Impact Polo	Flying Cross	3220	EA	1	\$27.20
10	Men's CX360 Long Sleeve Shirt	Elbeco	3524	EA	1	\$52.37
11	Women's Short Sleeve Impact Polo	Flying Cross	3200W	EA	1	\$25.49
15	Women's CX360 Short Sleeve Shirt	Elbeco	3554LC	EA	1	\$48.40
16	Women's Long Sleeve Impact Polo	Flying Cross	3220W	EA	1	\$27.20
19	Women's CX360 Long Sleeve Shirt	Elbeco	3534LC	EA	1	\$52.27
21	Men's Command Serge Pants	Flying Cross	38200	EA	1	\$48.40
27	Women's Command Serge Pants	Flying Cross	38200W	EA	1	\$48.40
28	Women's TacLite PDU Cargo Pant	5.11	64371	EA	1	\$59.50
39	Men's UA Tactical ColdGear Infared Base Crew	Under Armour	1365389	EA	1	\$51.00
41	Women's UA Tactical ColdGear Infared Base Crew	Under Armour	1365394	EA	1	\$51.00
42	Men's UA Tactical ColdGear Infared Base Leggings	Under Armour	1365390	EA	1	\$51.00
43	Women's UA Tactical ColdGear Infared Base Leggings	Under Armour	1365395	EA	1	\$51.00
75	26" Rotating Sidebreak Scabbard	ASP	52632	EA	1	\$46.24
76	7907 MK-3 Mace/ OC Spray Holder	Safariland	22102	EA	1	\$28.05
84	1" Lieutenant Insignia	Premier Emblem	P900	EA	1	\$6.79
85	3/4" Lieutenant Insignia	Premier Emblem	P1300	EA	1	\$6.79
86	1" Corporal Insignia	Premier Emblem	P762	EA	1	\$6.79
87	3/4" Corporal Insignia	Premier Emblem	P302	EA	1	\$6.79
88	1" Major Insignia	Premier Emblem	P904	EA	1	\$6.79
89	3/4" Major Insignia	Premier Emblem	P1304	EA	1	\$6.79
90	1" Colonel Insignia	Premier Emblem	P906	EA	1	\$6.79
91	3/4" Colonel Insignia	Premier Emblem	P1306	EA	1	\$6.79
92	1" (1-Star)	Premier Emblem	P1900	EA	1	\$6.79
93	3/4" (1-Star)	Premier Emblem	P1800	EA	1	\$6.79
94	1" (2-Star)	Premier Emblem	P1902	EA	1	\$6.79
95	1" (3-Star)	Premier Emblem	P1904	EA	1	\$6.79
96	3/4" (3-Star)	Premier Emblem	P1806	EA	1	\$6.79
97	1" Sergeant Insignia	Premier Emblem	P764	EA	1	\$6.79
98	3/4" Sergeant Insignia	Premier Emblem	P304	EA	1	\$6.79

# DuPage County Sheriff's Uniform Bid

Nov-23

## Discount Bid List

### Socks: -15% Off store price

Manufactures: Thorlus, Blauer, Under Armor & Bates

### Footwear: -15% Off store price

Manufactures: Bates, Merrell, Haix, 5.11, Rocky and First Tactical

### Belts/Tactical Gear/Belt Keepers: -15% Off store price

Manufactures: Blackhawk, Boston & Safariland

### Firearm Holsters: -15% Off store price

Manufactures: Blackhawk & Safariland

### Taser Holster: -15% Off store price

Manufactures: Blackhawk & Safariland

### Ballistic Vest Carriers: -15% Off store price

Manufactures: Armor Express, Point Blank, Elbeco & Blauer

### Gloves: -15% Off store price

Manufactures: Damascus & First Tactical

### Hats: -15% Off store price

Manufactures: Stratton, Blauer, Flex Fit & Under Armor

### Lockout Tools: -15% Off store price

Manufacture: Steck Products

### Tactical Bags: -15% Off store price

Manufactures: First Tactical, 5.11, Uncle Mikes, Vertex, Blackhawk & Proper

### Flashlights, Batteries, Traffic Wands & Traffic Vest: -15% Off store price

Manufactures: Streamlight, ASP & Quick Light

### Magazine Holder/Pouches: -15% Off store price

Manufactures: Safariland & Bianchi

### Shooting/Range Gear: -15% Off store price

Manufactures: Safariland, Peltor & Edge

**SECTION 9 - PROPOSAL FORM**  
**SHERIFF'S UNIFORMS 23-123-SHF**  
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Ray O'Herron Company, Inc.	
Main Business Address	3549 N. Vermilion St.	Address where services will be performed:
		1600 75th St., Downers Grove, IL 60516
City, State, Zip Code	Danville, IL 61832	
Telephone Number	(800) 223-2097	
Fax Number	(217) 443-3808	
Proposal Contact Person	Justin Fredericks	
Email Address	bids@oherron.com	

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
 a Member of the Partnership     
 an Officer of the Corporation     
 a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Michael O'Herron  
(President or Partner)

Jared Fredericks  
(Vice-President or Partner)

Chris O'Herron  
~~(Secretary or Partner)~~  
Vice-President

Justin Fredericks  
~~(Treasurer or Partner)~~  
Secretary/ Treasurer

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties

listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA**

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

Signature on file

X \_\_\_\_\_ Secretary/ Treasurer  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this 22nd day of November AD, 2023

Signature on file \_\_\_\_\_

My Commission Expires: 12/05/2026  
(Notary Public)





# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 11/18/2024

Bid/Contract/PO #: 6822-1-SERV

Company Name: Ray O'Herron Company, Inc.	Company Contact: Michael O'Herron
Contact Phone: (800) 223-2097	Contact Email: bids@oherron.com

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.


### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature   
 Printed Name Michael O'Herron  
 Title President  
 Date 11/18/2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)





Judicial/Public Safety Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** JPS-P-0044-24

**Agenda Date:** 12/3/2024

**Agenda #:** 6.B.

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AWARDING RESOLUTION ISSUED TO  
HEARTLAND BUSINESS SYSTEMS  
FOR A SCALE COMPUTER SYSTEM  
FOR THE SHERIFF'S OFFICE  
(CONTRACT TOTAL AMOUNT \$244,636.52)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for a Scale Computer System; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and TIPS, the County of DuPage will contract with Heartland Business Systems; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Heartland Business Systems, for a Scale Computer System, for the period of December 10, 2024 through December 9, 2029, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for a Scale Computer System, for the period of December 10, 2024 through December 9, 2029, for the Sheriff's Office, per TIPS contract #220105, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Heartland Business Systems, 5400 Patton Drive, Suite 4B, Lisle, IL 60532, for a contract total amount of \$244,636.52.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0044-24	RFP, BID, QUOTE OR RENEWAL #: 338688 v2	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$244,636.52
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$244,636.52
	CURRENT TERM TOTAL COST: \$244,636.52	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Heartland Business Systems	VENDOR #: 30498	DEPT: DuPage Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Mike Carroll	VENDOR CONTACT PHONE: 608-444-7994	DEPT CONTACT PHONE #: 6304052071	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: mcarroll@hbs.net	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). We need to add more nodes to our Virtual Server Environment in the rapidly changing technology landscape. Four years ago, the Sheriff's Office invested in a Scale Computer System for our virtual Server needs. These nodes will be added to our current deployment. They will provide us with more computer power and faster storage. The system is very scalable, where we can continue adding and replacing nodes as needed. The application the Sheriff's Office is using for day-to-day operations needs fast storage. These nodes will provide this to our primary nodes and, in case of a fault, our secondary nodes. The items are on the TIP Contract 220105			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished These nodes will provide the speed our app requires for day-to-day operations.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	Describe method used to select source. The purchase is on the TIPS contract.
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). The VMware and Hyper-V are the other two virtual technologies in the enterprise market. However, both are incomplete with the Scale Systems we use to virtualize our servers. Using the different technologies would isolate us from what we have, cost more, and be managed separately, causing complex issues with day-to-day functions. If we do not add these nodes, the servers that need faster storage will slow down and run out of space.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Heartland Business Systems	Vendor#: 30498	Dept: DuPage County Sheriff's Office	Division: Budget
Attn: Mike Carroll	Email: mcarroll@hbs.net	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 5400 Patton Drive Suite 4B	City: Lisle	Address: 501 N County Farm RD	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 608-444-7994	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Heartland Business Systems	Vendor#: 30498	Dept: DuPage County Sheriff's Office	Division:
Attn: Mike Carroll	Email: mcarroll@hbs.net	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 5400 Patton Drive Suite 4B	City: Lisle	Address: 501 N County Farm RD	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 608-444-7994	Fax:	Phone: 630-407-2072	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 10, 2024	Contract End Date (PO25): Dec 9, 2029

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2	EA		XEON SP CPU 9X HDD 3XNVME CTLR HC5450D CHASSIS	FY25	1000	4404	54100		29,485.00	58,970.00
2	4	EA		INTEL GOLD 5418Y 24C/48T CHIP 2.0GHZ 4400MT/S	FY25	1000	4404	54100		0.00	0.00
3	6	EA		3.5 U.2 NVME SSD INT 15.36TB	FY25	1000	4404	54100		0.00	0.00
4	18	EA		16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	FY25	1000	4404	54100		0.00	0.00
5	2	EA		INTEL X710-T4L 4-PORT 10GBASE-TCTLR	FY25	1000	4404	54100		0.00	0.00
6	2	EA		5 YEAR LICENSE AND SW SC// HYPERCORE LIC3 48C STD	FY25	1000	4404	54100		48,688.68	97,377.36
7	1	EA		5 YEARS HARDWARE WARRANTY SERVICES	FY25	1000	4404	54100		6,320.78	6,320.78
8	2	EA		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	FY25	1000	4404	54100		330.00	660.00
9	24	EA		DDR5 4800 MHZ RDIMM 32GB RAM MEM	FY25	1000	4404	54100		0.00	0.00
10	1	EA		XEON SP CPU 9X HDD 3XNVME CTLR HC5450D CHASSIS	FY25	1000	4404	54100		29,907.00	29,907.00
11	2	EA		INTEL GOLD 6426Y 16C/32T CHIP 2.5GHZ 4800MT/S	FY25	1000	4404	54100		0.00	0.00
12	3	EA		3.5 U.2 NVME SSD INT 15.36TB	FY25	1000	4404	54100		0.00	0.00
13	9	EA		16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	FY25	1000	4404	54100		0.00	0.00
14	1	EA		INTEL X710-T4L 4-PORT 10GBASE-TCTLR	FY25	1000	4404	54100		0.00	0.00
15	1	EA		5 YEAR LICENSE AND SOFTWARE SC//HYPERCORE - LIC3 32C STANDARD	FY25	1000	4404	54100		32,459.12	32,459.12
16	1	EA		5 YEARS HARDWARE WARRANTY SERVICES	FY25	1000	4404	54100		3,205.12	3,205.12
17	1	EA		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	FY25	1000	4404	54100		330.00	330.00
18	16	EA		DDR5 4800 MHZ RDIMM 16GB RAM MEM	FY25	1000	4404	54100		0.00	0.00
19	3	EA		PRE SALE DUAL NIC 13TH GEN WITHCTLR VPRO DUAL NIC 13TH GEN WITH VPRO	FY25	1000	4404	54100		3,126.00	9,378.00
20	3	EA		CORE I7-1370P 14C/20T 5.20GHZ CTLR 3200MT/S VPRO 14C/20T 5.20GHZ	FY25	1000	4404	54100		0.00	0.00
21	6	EA		3200 MHZ UNBUFFERED SODIMM 32GBCPNT DDR4 UNBUFFERED SODIMM	FY25	1000	4404	54100		0.00	0.00
22	3	EA		8TB M.2 2280 NVME SSD INT 8TB M.2 2280 NVME SSD	FY25	1000	4404	54100		0.00	0.00
23	3	EA		2-PORT INTEL I226-V 2.5GB RJ45 CABL	FY25	1000	4404	54100		0.00	0.00
24	1	EA		5 YEAR LICENSE SOFTWARE + EXT SCALEHCOS - LIC3 1 SITE 1-5 WL	FY25	1000	4404	54100		4,500.00	4,500.00
25	1	EA		5 YEARS HARDWARE WARRANTY SERVICES	FY25	1000	4404	54100		539.14	539.14
26	3	EA		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	FY25	1000	4404	54100		330.00	990.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 244,636.52

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

Scale Node Primary Node, Secondary Node & Fully Loaded 153

Quote #338688 v2

Prepared For:

**DuPage County Sheriff's Office**

Jason Snow  
501 N. County Farm Road  
Wheaton, IL 60187

P: (630) 407-2072

E: jason.snow@DuPageSheriff.org

Prepared By:

**Chicago Illinois Office**

Mike Carroll  
5400 Patton Drive Suite 4B  
Lisle, IL 60532

P: 608-444-7994

E: mcarroll@hbs.net

Date Issued:

**11.19.2024**

Expires:

**12.13.2024**

Primary x 2 Nodes		Price	Qty	Ext. Price
<b>TIPS Contract #220105</b>				
CHA-3-1B	<b>XEON SP CPU 9X HDD 3XNVME CTLR HC5450D CHASSIS</b>	\$29,485.00	2	\$58,970.00
CPU-3-1F	<b>INTEL GOLD 5418Y 24C/48T CHIP 2.0GHZ 4400MT/S</b>	\$0.00	4	\$0.00
NVM-3-14	<b>3.5 U.2 NVME SSD INT 15.36TB</b>	\$0.00	6	\$0.00
HDD-3-06	<b>16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD</b>	\$0.00	18	\$0.00
NIC-3-03	<b>INTEL X710-T4L 4-PORT 10GBASE-TCTLR</b>	\$0.00	2	\$0.00
HCOS-S-5-48C	<b>5 YEAR LICENSE AND SW SC//HYPERCORE LIC5 48C STD</b>	\$48,688.68	2	\$97,377.36
HW-5	<b>5 YEARS HARDWARE WARRANTY SERVICES</b>	\$6,320.78	1	\$6,320.78
QSRN	<b>NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION</b>	\$330.00	2	\$660.00
RAM-3-14	<b>DDR5 4800 MHZ RDIMM 32GB RAM MEM</b>	\$0.00	24	\$0.00
Subtotal				<b>\$163,328.14</b>

Secondary - 1x Node		Price	Qty	Ext. Price
CHA-3-1B	<b>XEON SP CPU 9X HDD 3XNVME CTLR HC5450D CHASSIS</b>	\$29,907.00	1	\$29,907.00
CPU-3-1E	<b>INTEL GOLD 6426Y 16C/32T CHIP 2.5GHZ 4800MT/S</b>	\$0.00	2	\$0.00
NVM-3-14	<b>3.5 U.2 NVME SSD INT 15.36TB</b>	\$0.00	3	\$0.00
HDD-3-06	<b>16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD</b>	\$0.00	9	\$0.00
NIC-3-03	<b>INTEL X710-T4L 4-PORT 10GBASE-TCTLR</b>	\$0.00	1	\$0.00
HCOS-S-5-32C	<b>5 YEAR LICENSE AND SOFTWARE SC//HYPERCORE -LICS 32C STANDARD</b>	\$32,459.12	1	\$32,459.12
HW-5	<b>5 YEARS HARDWARE WARRANTY SERVICES</b>	\$3,205.12	1	\$3,205.12
QSRN	<b>NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION</b>	\$330.00	1	\$330.00
RAM-3-13	<b>DDR5 4800 MHZ RDIMM 16GB RAM MEM</b>	\$0.00	16	\$0.00
Subtotal				<b>\$65,901.24</b>

Fully Loaded 153		Price	Qty	Ext. Price
CHA-4-1D	<b>PRE SALE DUAL NIC 13TH GEN WITHCTLR VPRO DUAL NIC 13TH GEN WITH VPRO</b>	\$3,126.00	3	\$9,378.00

Fully Loaded 153		Price	Qty	Ext. Price
CPU-4-24	CORE I7-1370P 14C/20T 5.20GHZ CTLR 3200MT/S VPRO 14C/20T 5.20GHZ	\$0.00	3	\$0.00
RAM-4-04	3200 MHZ UNBUFFERED SODIMM 32GBCPNT DDR4 UNBUFFERED SODIMM	\$0.00	6	\$0.00
NVM-4-0B	8TB M.2 2280 NVME SSD INT 8TB M.2 2280 NVME SSD	\$0.00	3	\$0.00
NIC-4-13	2-PORT INTEL I226-V 2.5GB RJ45 CABL	\$0.00	3	\$0.00
HCOS-5-1S-5WL	5 YEAR LICENSE SOFTWARE + EXT SCALEHCOS - LICS 1 SITE 1-5 WL Support Term: 7/28/2024-7/27/2029	\$4,500.00	1	\$4,500.00
HW-5	5 YEARS HARDWARE WARRANTY SERVICES Support Term: 7/28/2024-7/27/2029	\$539.14	1	\$539.14
QSRN	NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	\$330.00	3	\$990.00
		Subtotal		<b>\$15,407.14</b>

### Non-Returnable/Non-Refundable Language

**Misc Note:**

Customer understands that all orders for Scale Computing are final when accepted by Scale Computing. No cancellations, returns, exchanges or refunds are allowed.

Quote Summary	Amount
Primary x 2 Nodes	\$163,328.14
Secondary - 1x Node	\$65,901.24
Fully Loaded 153	\$15,407.14
<b>Total:</b>	<b>\$244,636.52</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v1.0

Acceptance	
<b>Chicago Illinois Office</b>	<b>DuPage County Sheriff's Office</b>
Mike Carroll	
Signature / Name	Signature / Name Initials
11/19/2024	
Date	Date

# TIPS VENDOR AGREEMENT

Between Heartland Business Systems, LLC and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 220105 Technology Solutions, Products and Services**

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.



## **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

## **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

## **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

**Example:** If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

**Example:** If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires.

**Example Following the Previous Example:** If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

**Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

**Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

**Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

**Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member’s property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member’s discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Safety Measures**

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

**Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

**Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the



TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Heartland Business Systems, LLC

Address 1700 Stephen Street, P.O. Box 347

City Little Chute State WI Zip 54140

Phone (920) 788-7220 Fax (920) 788-7739

Email of Authorized Representative legal@hbs.net

Name of Authorized Representative Peter Helander

Title CEO

Signature of Authorized Representative 

Date 2/2/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/29/2022

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## 220105 Addendum 1 Heartland Business Systems, LLC Supplier Response

### Event Information

Number: 220105 Addendum 1  
Title: Technology Solutions, Products and Services  
Type: Request for Proposal  
Issue Date: 1/6/2022  
Deadline: 2/18/2022 03:00 PM (CT)  
Notes:

**IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

**IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.**

**TIPS 190103 Web and Cloud Computing Services**

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

**TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Heartland Business Systems, LLC Information

Address: 1700 Stephen Street  
Little Chute, WI 54140  
Phone: (920) 788-7720

By submitting your response, you certify that you are authorized to represent and bind your company.

Jonathan Groh, Staff Attorney

*Signature*

*Submitted at 2/17/2022 9:02:29 AM*

legal@hbs.net

*Email*

## Requested Attachments

### Agreement Signature Form

220105 Agreement Signature Form - Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### All Other Certificates

*No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2

220105 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

### Reference Form

220105 Reference\_Form.xlsx

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

*No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

### Proposed Goods and Services

HBS Line Card.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

### D/M/WBE Certification OPTIONAL

*No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Vendor Agreement

220105 Vendor Agreement - Completed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

## Pricing Form 1

220105 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

## Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## Confidentiality Claim Form

220105 Confidentiality Claim Form - Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Current W-9 Tax Form

[Untitled].pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

## Bid Attributes

<b>1</b>	<b>Yes - No</b> Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>



3	<p><b>Yes - No</b></p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="No"/></p>
4	<p><b>States Served:</b></p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="WI, MN, MI, IA, IL, NE, MO, AR, AZ, TX, KS, OK"/></p>
5	<p><b>Company and/or Product Description:</b></p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p><input type="text" value="HBS provides complete, local, end-to-end technology solutions. We assist with any technology need, solve problems, and exceed expectations. At every level of the company, we are committed to providing high-quality services to each of our clients."/>  <input type="text" value="With multiple locations in the Midwest, HBS serves commercial, public sector and small to medium business with results-driven information technology services."/>  <input type="text" value="Everything we do is to help clients achieve their full potential. We are committed to developing long-term trusting relationships with clients large or small, across all industries."/>  <input type="text" value="We help clients achieve their full potential by providing end-to-end customized technology solutions backed by a local team of highly skilled experts."/></p>
6	<p><b>Primary Contact Name</b></p> <p>Primary Contact Name</p> <p><input type="text" value="Brad Ellingsworth"/></p>
7	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <p><input type="text" value="General Manager - Missouri/Arkansas"/></p>
8	<p><b>Primary Contact Email</b></p> <p>Primary Contact Email</p> <p><input type="text" value="bellingsworth@hbs.net"/></p>
9	<p><b>Primary Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions)  Example: 8668398477</p> <p><input type="text" value="4173430265"/></p>
10	<p><b>Primary Contact Fax</b></p> <p>Enter 10 digit phone number. (No dashes or extensions)  Example: 8668398477</p> <p><input type="text" value="9207887739"/></p>
11	<p><b>Primary Contact Mobile</b></p> <p>Enter 10 digit phone number. (No dashes or extensions)  Example: 8668398477</p> <p><input type="text" value="No response"/></p>

1 2	<b>Secondary Contact Name</b> Secondary Contact Name Jennifer Bricker
1 3	<b>Secondary Contact Title</b> Secondary Contact Title Solutions Consultant
1 4	<b>Secondary Contact Email</b> Secondary Contact Email jbricker@hbs.net
1 5	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8705301444
1 6	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
1 7	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
1 8	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Sarah Sullivan
1 9	<b>Admin Fee Contact Email</b> Admin Fee Contact Email ap@hbs.net
2 0	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9207887720
2 1	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Carrie Evers
2 2	<b>Purchase Order Contact Email</b> Purchase Order Contact Email ar@hbs.net

2 3	<b>Purchase Order Contact Phone</b>
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9207887720"/>

2 4	<b>Company Website</b>
	Company Website (Format - www.company.com) <input type="text" value="www.hbs.net"/>

2 5	<b>Entity D/B/A's and Assumed Names</b>
	Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>

2 6	<b>Primary Address</b>
	Primary Address <input type="text" value="1700 Stephen Street"/>

2 7	<b>Primary Address City</b>
	Primary Address City <input type="text" value="Little Chute"/>

2 8	<b>Primary Address State</b>
	Primary Address State (2 Digit Abbreviation) <input type="text" value="WI"/>

2 9	<b>Primary Address Zip</b>
	Primary Address Zip <input type="text" value="54140"/>

3 0	<b>Search Words:</b>
	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. <b>YOU MAY NOT LIST NON-CATEGORY ITEMS.</b> (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="technology, information technology, technology solutions, technology services"/>

3 1	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b>
	Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.  Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/>

3  
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3  
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3  
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

3  
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

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**MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

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**Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

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**TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

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**TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

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**Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

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**Years in Business as Proposing Company**

Years in business as proposing company?

32

<b>4 3</b>	<b>Resellers:</b> Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.  (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). <input type="text" value="No"/>
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<b>4 4</b>	<b>Right of Refusal</b> The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.
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<b>4 5</b>	<b>NON-COLLUSIVE BIDDING CERTIFICATE</b> By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;  2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:  3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;  4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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<b>4 6</b>	<b>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?</b> Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO  If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.  There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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<b>4 7</b>	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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**Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

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**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

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**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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### Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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### Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes



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### **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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### **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**5 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5 2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

**5 2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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### 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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### 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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### 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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**1** **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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**2** **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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**3** **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

**6 4 2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

**6 5 FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

**6 6 Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

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**Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

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2 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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3 Remedies Explanation of No Answer**

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4 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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5 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?



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6** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

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7** **Infringement(s) Explanation of No Answer**

*No response*

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8** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

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9** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

## 80 Insurance and Fingerprint Requirements Information

### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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**8** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**2** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**8** **Texas Government Code 2270 & 2271 Verification Form**

**3** Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

**8** **Logos and other company marks**

**4** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

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**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

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**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

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**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

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**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**90** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**  
If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

**91** **Required Confidentiality Claim Form**  
Required Confidentiality Claim Form  
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.  
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**92** **Member Access to Vendor Proposal**  
Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

**93** **Choice of Law clauses with TIPS Members**  
If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**94** **Venue of dispute resolution with a TIPS Member**  
In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**95** **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**  
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**9  
6** **Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**9  
7** **Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**9  
8** **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**9  
9** **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

**1  
0  
0** **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**101 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**102 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**103 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.



## ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

**TIPS RFP 220105 Technology Solutions, Products and Services**

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

**Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.**

You may provide more than three (3) references.

Entity Name	Contact Person	<b>VALID EMAIL IS REQUIRED</b>	Phone
City of Fayetteville, Arkansas	Brad Fulmer, Asst IT Director	<a href="mailto:bfulmer@fayetteville-ar.gov">bfulmer@fayetteville-ar.gov</a>	479-575-8217
City of Fort Smith, Arkansas	Steve Dimmitt, Interim IT Director	<a href="mailto:steve.dimmitt@fortsmithar.gov">steve.dimmitt@fortsmithar.gov</a>	479-788-8901
City of Rogers, Arkansas	Ryan Breese, Director of Information Technology	<a href="mailto:rbreese@rogersar.gov">rbreese@rogersar.gov</a>	479-986-6826
North Arkansas College	Aaron Bueg, Director of Information Technology	<a href="mailto:abueg@northark.edu">abueg@northark.edu</a>	870-391-3113
Rogers Public School District	Debbie Skinner, Systems Manager	<a href="mailto:debbie.skinner@rpsar.net">debbie.skinner@rpsar.net</a>	479-631-3595
Springdale Public School District	Paul Miller, Director of Technology and Innovation	<a href="mailto:pmiller2@sdale.org">pmiller2@sdale.org</a>	479-750-8771

**Required Confidential Information Status Form**

Heartland Business Systems, LLC.

Name of company

Peter Helander, CEO

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

1700 Stephen Street, P.O. Box 347 Little Chute WI 54140 (920) 788-7720

Address City State ZIP Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date \_\_\_\_\_

----- OR -----

**OPTION 2:**

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature \_\_\_\_\_ Date 2-15-22

# Heartland Business Systems

## SERVICES



### MANAGED SERVICES

SQL Monitoring  
 Network Monitoring  
 Collabguard (Cisco)  
 Help Desk (Managed Service Desk?)  
 End Point Management  
 Infrastructure



### PROFESSIONAL SERVICES

Virtual/CIO - Enterprise  
 Performance Management  
 Business Consulting  
 Network Cabling  
 Project Management  
 Business Analysis  
 Digital & IT Strategy  
 Organizational Change Management

## SOLUTIONS



### BUSINESS APPLICATIONS

#### BUSINESS

##### PRODUCTIVITY

Office 365  
 Dynamics 365 for Sales  
 Microsoft Teams  
 SharePoint  
 OneDrive  
 Power Apps  
 Power Automate

##### DATA ANALYTICS & BUSINESS INTELLIGENCE

Power BI  
 Data Warehouse Strategy  
 Dashboard in a Day  
 Data Strategy Workshop  
 Power BI Jumpstart  
 Power BI Showcase

#### APPLICATION DEVELOPMENT

Custom App  
 Development  
 IoT Development  
 Mobile App Development  
 Website App Development

#### DATABASE MANAGEMENT

SQL Server Consolidation  
 SQL Server Management  
 SQL Health Check

#### ERP SOLUTIONS

Dynamics GP  
 Dynamics Business Central  
 ERP Selection  
 ERP Consulting



### COLLABORATION

Audio Visual  
 Enterprise Video Conferencing  
 Distance Learning  
 Digital Signage  
 Paging  
 Entertainment Systems  
 Audio Solutions  
 Unified Communications  
 Webex  
 Microsoft Teams Voice



### CYBER SECURITY

#### ASSESSMENTS & COMPLIANCE

Assessments  
 Risk Management  
 Security Awareness  
 Vulnerability Assessments  
 Penetration Testing

#### DATA PROTECTION

Data Security  
 Backup & Replication  
 Disaster Recovery  
 Malware Protection  
 Firewalls  
 Email Security  
 Cloud Security  
 Multi-Factor Authentication

#### FIREWALLS



### INFRASTRUCTURE

#### CABLING

CLOUD  
 Public (Azure)  
 Private  
 Hybrid

#### DATA CENTER

Storage  
 Hyperconverged  
 Virtualization  
 Server

#### HARDWARE & DEVICES

Mobile Workforce

#### NETWORKING

SD-WAN  
 Wireless  
 Enterprise Mobility

#### PHYSICAL SECURITY

Video Surveillance  
 Security Cameras  
 Door Access  
 Paging  
 Notification System  
 Life Safety



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Heartland Business Systems, LLC	Company Contact: Jonathan Groh, Staff Attorney
Contact Phone: (920) 788-7720	Contact Email: legal@hbs.net

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.


### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature   
 Printed Name Jonathan Groh  
 Title Staff Attorney  
 Date October 25, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** FI-R-0238-24

**Agenda Date:** 12/3/2024

**Agenda #:** 7.A.

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ACCEPTANCE AND APPROPRIATION OF  
THE ILLINOIS STATE OPIOID RESPONSE  
CRIMINAL JUSTICE MEDICATION ASSISTED RECOVERY  
INTEGRATION GRANT PY25, MOU NUMBER 2025-103  
COMPANY 5000 - ACCOUNTING UNIT 4496  
\$15,000

(Under the administrative direction of the  
DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by Health Management Associates (HMA) that grant funds in the amount of \$15,000 (FIFTEEN THOUSAND AND NO/100 DOLLARS) are available to be used for the purpose of supporting participation in the learning collaborative to implement specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the County jail and Drug Court in DuPage County; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$15,000 (FIFTEEN THOUSAND AND NO/100 DOLLARS) be made to establish the Illinois State Opioid Response Criminal Justice Medication Assisted Recovery Integration Grant PY25, Company 5000 - Accounting Unit 4496, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that DuPage County Sheriff's Office Chiefs are approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 10<sup>th</sup> day of December, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE  
ILLINOIS STATE OPIOID RESPONSE  
CRIMINAL JUSTICE MEDICATION ASSISTED RECOVERY  
INTERGRATION GRANT PY25, MOU NUMBER 2025-103  
COMPANY 5000 – ACCOUNTING UNIT 4496  
\$15,000

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 15,000

TOTAL INCREASED REVENUE \$ 15,000

EXPENDITURES

CONTRACTUAL

53090-0000 - Other Professional Services \$ 15,000

TOTAL CONTRACTUAL \$ 15,000

TOTAL ADDITIONAL APPROPRIATION \$ 15,000



## Contract Title: Illinois Medication Assisted Recovery Learning Collaborative

### Memorandum of Understanding – Continuation Grant

MOU Number: 2025-103

THIS AGREEMENT (the “**Agreement**”) shall be effective this July 1, 2024, through June 30, 2025 (the “**Term**”).

BY AND BETWEEN DuPage County or Agency (the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of Illinois Department of Human Services (“**IDHS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Response (SOR) Grant TI083278 awarded by SAMHSA to IDHS (the “**State Opioid Response Grant**”) pursuant to an agreement between IDHS and the Sub-Recipient (the “**IDHS Agreement**”).

WHEREAS, under the IDHS Agreement, Sub-Recipient will distribute grant funds from the State Opioid Response Grant to each participating Illinois county, for the purpose of supporting participation in the learning collaborative to implement specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** DuPage County has the opportunity to receive \$15,000 from the Sub-Recipient under the SOR Grant and IDHS Agreement to achieve the following objectives:
  - Improve data gathering to include support of EMR systems
  - Support “Recovery Pod” and other partnerships with various community partners
  - Improve existing MAR program via education and professional enhancement to staff and patients

Specific grant activities will be:

- Compile and submit all data required
  - Participation in program via meetings, conferences and training
  - Support and collaborate with organizations specializing in MAR care for the incarcerated to include reentry
2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Illinois Medication Assisted Recovery Learning Collaborative Memorandum of Understanding Exhibit A*, the State Opioid Response Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to initiate spending of funds received under this Agreement by June 30, 2025.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	DuPage, County of
Doing Business As (if applicable)	
Street Address	501 N County Farm Rd
City, State, Zip	Wheaton, IL 60187
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Mark Garcia	Edmond Moore	John Putnam
Chief	Undersheriff	Commander
Mark.garcia@dupagesheriff.org	Ed.moore@dupagesheriff.org	John.putnam@dupagesheriff.org
630-407-2004	630-407-2000	630-407-2050

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will distribute the full grant amount - \$15,000 - to the Applicant Agency following execution of this Agreement and upon receipt of funds from IDHS.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the IDHS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, IDHS, or any of their respective authorized representatives.
6. **NOTICE:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 501 N County Farm

Rd Wheaton, IL 60187. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
  - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
  - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
    - ii. Violation of a Federal or State antitrust statute;
    - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
    - iv. False statements or receipt stolen property.
  - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
  - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof to the extent such

principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

The Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds will be paid via electronic fund transfer. Applicant must submit ACH banking information with the signed agreement

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2025-103 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

DuPage County Sheriff's Office

**Signature on file**

By: \_\_\_\_\_  
(SIGNATURE)

Name: Mark Garcia

Title: Chief

Date: 10/18/24



SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: \_\_\_\_\_  
(SIGNATURE)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** FI-R-0239-24

**Agenda Date:** 12/3/2024

**Agenda #:** 7.B.

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ACCEPTANCE AND APPROPRIATION OF THE  
SUSTAINED TRAFFIC ENFORCEMENT PROGRAM PY25 GRANT  
INTER-GOVERNMENTAL AGREEMENT NO. HS-25-0165, 0402  
COMPANY 5000 - ACCOUNTING UNIT 4525  
\$39,082

(Under the administrative direction of the  
DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Transportation that grant funds in the amount of \$39,081.21 (THIRTY-NINE THOUSAND, EIGHTY-ONE AND 21/100 DOLLARS) are available to improve highway safety throughout DuPage County through enforcement and media campaigns; and

WHEREAS, to receive said grant funds, the County of DuPage, through the DuPage County Sheriff's Office, must enter into Inter-Governmental Agreement No. HS-25-0165, 0402 with the Illinois Department of Transportation, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the agreement is from October 1, 2024 through September 30, 2025; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. HS-25-0165, 0402 (ATTACHMENT II) between DuPage County and the Illinois Department of Transportation be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$39,082 (THIRTY-NINE THOUSAND, EIGHTY-TWO AND NO/100 DOLLARS) be made to establish the Sustained Traffic Enforcement Program PY25 Grant, Company 5000 - Accounting Unit 4525, for the period October 1, 2024 through September 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign Agreement No. HS-25-0165, 0402 as an Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 10<sup>th</sup> day of December, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE  
SUSTAINED TRAFFIC ENFORCEMENT PROGRAM PY25 GRANT  
INTER-GOVERNMENTAL AGREEMENT NO. HS-25-0165, 0402  
COMPANY 5000 – ACCOUNTING UNIT 4525  
\$39,082

REVENUE

41000-0005 - Federal Operating Grant - DOT \$ 39,082

TOTAL ANTICIPATED REVENUE \$ 39,082

EXPENDITURES

PERSONNEL

50010-0000 - Overtime 39,082

TOTAL PERSONNEL \$ 39,082

TOTAL ADDITIONAL APPROPRIATION \$ 39,082



ATTACHMENT II

Agreement No. HS-25-0165  
Task Number 04-02



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION  
AND  
County of DuPage**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of DuPage (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

<b>Article I</b>	<b>Definitions</b>
<b>Article II</b>	<b>Award Information</b>
<b>Article III</b>	<b>Grantee Certifications and Representations</b>
<b>Article IV</b>	<b>Payment Requirements</b>
<b>Article V</b>	<b>Scope of Award Activities/Purpose of Award</b>
<b>Article VI</b>	<b>Budget</b>
<b>Article VII</b>	<b>Allowable Costs</b>
<b>Article VIII</b>	<b>Lobbying</b>
<b>Article IX</b>	<b>Maintenance and Accessibility of Records; Monitoring</b>
<b>Article X</b>	<b>Financial Reporting Requirements</b>
<b>Article XI</b>	<b>Performance Reporting Requirements</b>
<b>Article XII</b>	<b>Audit Requirements</b>
<b>Article XIII</b>	<b>Termination; Suspension; Non-compliance</b>
<b>Article XIV</b>	<b>Subcontracts/Subawards</b>
<b>Article XV</b>	<b>Notice of Change</b>
<b>Article XVI</b>	<b>Structural Reorganization and Reconstitution of Board Membership</b>
<b>Article XVII</b>	<b>Conflict of Interest</b>
<b>Article XVIII</b>	<b>Equipment or Property</b>
<b>Article XIX</b>	<b>Promotional Materials; Prior Notification</b>
<b>Article XX</b>	<b>Insurance</b>
<b>Article XXI</b>	<b>Lawsuits and Indemnification</b>
<b>Article XXII</b>	<b>Miscellaneous</b>
<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
<b>Exhibit C</b>	<b>Contact Information</b>
<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

**Illinois Department of Transportation**

By: \_\_\_\_\_  
Signature of Omer Osman P.E., Secretary of Transportation  
By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: Stephane B. Seck-Birhame \_\_\_\_\_  
Printed Title: BSPE Bureau Chief \_\_\_\_\_  
Designee

**County of DuPage**

By: Signature on file \_\_\_\_\_  
Signature of Authorized Representative  
Date: 11/19/2024 | 10:36 AM PST \_\_\_\_\_  
Printed Name: James Mendrick \_\_\_\_\_  
Printed Title: Sheriff \_\_\_\_\_  
E-mail: james.mendrick@dupagesheriff.org \_\_\_\_\_

By: \_\_\_\_\_  
Signature of  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Third Grantor Approver

By: \_\_\_\_\_  
Signature of  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Fourth Grantor Approver

**PART ONE – THE UNIFORM TERMS****ARTICLE I  
DEFINITIONS**

1.1. **Definitions.** Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

## ARTICLE II AWARD INFORMATION

- 2.1. Term. This Agreement is effective on 10/01/2024 and expires on 09/30/2025 (the Term), unless terminated pursuant to this Agreement.
- 2.2. Amount of Agreement. Grant Funds are estimated to be \$39,081.21, of which \$39,081.21 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.
- 2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE): If the Grantor is to pay a Third Party for grant related goods/services, Grantee will submit invoices, C-13 invoice voucher and/or a BoBS 650 (Rev. 04/02/24) travel voucher along with required supporting documentation directly to the Grantor for payment; or If the Grantor is to pay the Grantee directly for grant related goods/services, Grantee will submit a BSPE 500, along with required supporting documentation.
- 2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37523300004020ILO, the federal awarding agency is National Highway Traffic Safety Administration, and the Federal Award date is 11/30/2022. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 25-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-25-0165.

## ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

- 3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

- 3.2. Tax Identification Certification. Grantee certifies that: 366006551 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

- 3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV

**PAYMENT REQUIREMENTS**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the



end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V**  
**SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI**  
**BUDGET**

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee’s authorized representative and

submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started

before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

### 10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI**  
**PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

**ARTICLE XII**  
**AUDIT REQUIREMENTS**

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

#### 12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR



200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV**  
**SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV  
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI  
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII  
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include,

without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

#### **ARTICLE XVIII EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

#### **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers,

brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII

**MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and

the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A****PROJECT DESCRIPTION**

The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The Sustained Traffic Enforcement Program (STEP) grant focuses on high visibility enforcement (HVE) to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and five optional campaigns which agencies may participate in if they choose as well as additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY25 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FY25 application packet for NOFO 25-0343-11. The funding shall be used as per the agreed upon budget pending the FY25 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and is funded on a reimbursement basis per the requirements set forth in Exhibit B of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

**EXHIBIT B****DELIVERABLES OR MILESTONES**

I. The Grantee shall submit the BSPE 205 Mobilizations Data Collection form within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; July Speed Awareness; Labor Day; and Child Passenger Safety. The information in the BSPE 205 Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov

II. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article X and Article XI in this agreement.

The specifics for reporting the BoBS 2832 - whether quarterly or monthly- are listed in Exhibit E and Part Two of this Agreement. This reporting is required for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. The specifics for reporting for this Agreement are as follows:

A. Quarterly reports are due no later than 5:00 p.m. on: January 30, 2025; April 30, 2025; July 30, 2025; and the final report on October 30, 2025. Quarterly reports will consist of: Quarter 1 (October 1, 2024- December 31, 2024, due January 30, 2025); Quarter 2 (January 1, 2025 - March 31, 2025, due April 30, 2025); Quarter 3 (April 1, 2025 - June 30, 2025 due July 30, 2025); and Quarter 4 (July 1, 2025 - September 30, 2025 due October 30, 2025). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the October 1, 2024, federal fiscal year start date. In the event that an Agreement is not fully executed until after October 1, 2024, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

B. Monthly reports are due no later than 5:00 p.m. on: October 30, 2024; November 30, 2024; December 30, 2024, January 30, 2025; February 28, 2025; March 30, 2025; April 30, 2025; May 30, 2025; June 30, 2025; July 30, 2025; August 30, 2025; September 30, 2025. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2024 due November 30, 2024; November 2024 due December 30, 2024; December 2024 due January 30, 2025; January 2025 due February 28, 2025; February 2025 due March 30, 2025; March 2025 due April 30, 2025; April 2025 due May 30, 2025; May 2025 due June 30, 2025; June 2025 due July 30, 2025; July 2025 due August 30, 2025; August 2025 due September 30, 2025; September 2025 due October 30, 2025. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

III. The grants funding opportunities under NOFO 25-0343-11 may be funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Bipartisan Infrastructure Law (BIL, P.L. 117-58) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the BIL rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

IV. The grantee's deliverables and milestones are explained in the performance plan. This plan can be found in the Grantee's award in AmpliFund and it has also been attached to this grant agreement. This plan will be submitted to the grantor monthly to document progress toward the deliverables and milestones.



## V. Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

1. Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

- a. Thanksgiving (Occupant Protection)
- b. Christmas/New Year's (Impaired Driving)
- c. St. Patrick's Day (Impaired Driving)
- d. Memorial Day (Occupant Protection)
- e. Independence Day (Impaired Driving)
- f. Labor Day (Impaired Driving)

2. Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one type must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety enforcement contacts may be issued during mandatory campaigns. Examples of other enforcement contacts for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI enforcement contacts and occupant restraint enforcement contacts.

a. Occupant Protection Enforcement:

i. A minimum of thirty percent (30%) of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 5:59 a.m.

ii. Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00 p.m. and 5:59 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

iii. Thirty percent (30%) of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

b. Impaired Driving Enforcement:

i. Patrol hours must occur between 6:00 p.m. and 5:59 a.m.

ii. Impaired driving patrol hours may be extended outside of the 6:00 p.m. and 5:59 a.m. restrictions with the pre-approval of your assigned IDOT/BSPE Safety Grant Administrator (GA). If approved, the daytime patrol (6:00am to 5:59pm) can only be conducted by ARIDE and/or DRE trained officers.

iii. All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a

certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

1. Agencies may participate in the following campaigns with the predetermined message emphasis:

- a. Halloween (Impaired Driving)
- b. Super Bowl (Impaired Driving)
- c. Distracted Driving (Distracted Driving)
- d. Speed Awareness (Speed)
- d. Child Passenger Safety (Occupant Protection)

2. Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving, Speed Awareness, and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other enforcement contacts such as but not limited to speeding.

a. Occupant Protection Enforcement: See Mandatory Occupant Protection Enforcement Requirements (Exhibit D)

b. Impaired Driving Enforcement: See Mandatory Impaired Driving Enforcement Requirements (Exhibit D)

c. Distracted Driving Enforcement:

- i. Only conducted in the month of April.
- ii. No time of day or day of week requirements.

d. Speed Awareness Enforcement:

- i. Only conducted in the month of July.
- ii. No time of day or day of week requirements.

C. Additional Enforcement

1. Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

2. Additional Enforcement Requirements:

a. Additional Traffic Safety Enforcement efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

b. Additional Traffic Safety Enforcement efforts can be scheduled anytime, day or night outside during Optional campaigns if the grantee is not participating in the optional campaign.

c. Additional Traffic Safety Enforcement efforts can be scheduled anytime, day or night outside during Optional Distracted Driving and Speed Awareness campaigns regardless if the grantee is participating in the campaign.

d. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

e. Additional Traffic Safety Enforcement funds cannot exceed one hundred (100) percent of the requested mandatory and optional enforcement funds.

f. Agencies shall submit only one BSPE 205 reporting form and one BSPE 500 reimbursement claim for the entire month when additional enforcement was worked. The BSPE 205 must be submitted within 14 days from the end of the month when work was completed. The BSPE 500 shall be submitted within 45 days from the end of the month when work was completed.

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Chris Peters

Title: Safety Grant Administrator

Address: 2300 S. Dirksen PKWY, Springfield, IL 62764

**GRANTEE CONTACT**

Name: Frank Bibbiano

Title: Project Director

Address: 421 N. County Farm Road, Wheaton, IL 60187

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

<b><u>GRANTOR CONTACT</u></b>	<b><u>GRANTEE CONTACT</u></b>
Name: Steve Esslinger	Name: Frank Bibbiano
Title: Safety Projects Manager	Title: project Director
Address: 2300 S. Dirksen Parkway, Springfield, IL 62764	Address: 501 N. County Farm Rd, Wheaton, Illinois 60187
Phone: 217-524-1001	Phone: 630-407-2084
TTY#: N/A	TTY#: N/A
E-mail Address: Steven.Esslinger@illinois.gov	E-mail Address: frank.bibbiano@dupagesheriff.org

**EXHIBIT D****PERFORMANCE MEASURES AND STANDARDS**

The Grantee Shall:

- I. Improve highway safety through the program as described on the proposal document of the application packet.
- II. Create enforcement efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These measures are listed below.

A. Performance Measures:

1. Total Traffic Fatalities
2. Serious Injuries in Traffic Crashes
3. Fatalities/VMT
4. Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions
5. Alcohol-Impaired Driving Fatalities
6. Speeding-Related Fatalities
7. Motorcyclist Fatalities
8. Unhelmeted Motorcyclist Fatalities
9. Drivers Age 20 or Younger Involved in Fatal Crashes
10. Pedestrian Fatalities
11. Bicyclist Fatalities
12. Increased observed Seat Belt Use rates for Passenger Vehicles, Front Seat Outboard Occupants (State Survey)\*
13. Completeness of Crash Data
14. Increase Racial Profiling Compliance Level

B. Performance Standards shall include:

1. Increased program utilization and/or awareness as described in the NOFO.
2. Statistical analysis of data given by Grantee's BSPE 205 to determine direct positive impacts on the safety program as described in the NOFO.
3. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit C of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.
4. Grant programs must be completed within the timeframe of the grant agreement.
5. The grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.
6. The grantee must be flexible and be open to new and alternate ideas to reduce fatalities, serious injuries, and reducing motor vehicle crashes.
7. Mandatory and Optional Campaigns.
  - a. For purposes of this Agreement, enforcement contact means: any quantifiable enforcement activities made in the furtherance of the law enforcement officers duties that could result in citations, or arrests by the responding officer in order to enforce highway safety laws and keep the general public safe.

b. Occupant Protection:

- i. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.
- ii. Thirty percent (30%) should be for occupant restraint violations.

c. Front and back seat occupants and child passenger restraint violations.

d. Impaired Driving:

- i. A minimum of one (1) DUI enforcement contact for every fifteen (15) hours of patrol.
- ii. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.

e. Distracted Driving (optional campaign only):

- i. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.
- ii. Fifty percent (50%) should be for electronic device use violations.

f. Additional Enforcement:

- i. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.
- ii. Average a minimum of two (2) traffic stops for every sixty (60) minutes of patrol.

g. Campaign Requirements: For each mandatory, optional, and additional campaign completed, the agency shall:

- i. Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education.
- ii. Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.
- iii. Obtain and collect data from campaign. Report this information on the BSPE 205 form.
- iv. The Grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

EXHIBIT E  
SPECIFIC CONDITIONS

The Grantee shall submit the BoBS 2832 on a regular basis as stated in Exhibits B of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 MONTHLY/QUARTERLY.

These specific conditions are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

**No Risks Identified**

**PART TWO –GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**Audit.** Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

**Ethics.****A. Code of Conduct**

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer, board member, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.
5. The conflict-of-interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

**Dispute Resolution.** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

**Procurement Procedures/Employment of Grantor Personnel**

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources.

Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation



for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

**(\$1- \$1999, no Grantor Involvement)**

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

**(\$2,000- \$4,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory ([ipg.vendorreg.com](http://ipg.vendorreg.com)).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

**(\$5,000- \$9,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.

4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

**(\$10,000-\$19,999, requires Grantor approval)**

1. Identify a need for goods or services.
  2. Estimate the total cost of the procurement.
  3. Identify registered small businesses in the applicable category.
  4. Develop specifications to solicit quotes.
  5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
  6. Prepare or submit information to Grantor's point of contact in Exhibit D.
  7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
  8. All applicable forms must be approved prior to awarding the contract.
3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

**Reporting.** Grantee agrees to submit periodic financial and performance reporting on the approved BoBS 2832. Grantee shall file Quarterly BoBS 2832 with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 shall cover the reporting period after the 10/1/24 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 for the period ending 11/30.

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

**Additional Reporting Requirements**

The Grantee must submit the BoBS 2832 for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor the BoBS 2832 for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

**Renewal:** This Agreement may not be renewed.

**PART THREE –PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Funding Source: 402

FAIN: 69A37524300004020ILO and 69A3752430SUP4020ILO

Assistance Listing 20.600

Award Dates: 2/14/2023, 11/27/2023, 1/16/2024, 3/18/2024, 4/30/2024

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in Exhibit A. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and all reports including the final reports are due to the Grantor by 5 p.m. on Monday, November 3, 2025. Claims submitted to the Grantor by the November 3, 2025 due date will be processed immediately for payment. Claims or reports submitted to the Grantor after 5 p.m. on November 3, 2025 may be significantly delayed for payment or denied for failure to submit timely documentation. The Grantee should check with the Grantor to ensure all claims and reports have been received by the due date. If the Grantee meets all requirements of this Grant Agreement and if any claim is determined to be lapsed by the Grantor, Grantee may request payment through the Illinois Court of Claims. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

The Grantee shall submit the BSPE 500 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 500, please contact your Grantor contact.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee.

The claim must include:

- A. The Agreement Number.
- B. Requests for reimbursement must be requested on the Grantor's designated form, BSPE 500.
- C. Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

### III. Review and Approval

A. Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit C of this Agreement reviews and checks:

- 1. Mathematical accuracy of the claim.
- 2. That requested reimbursement is consistent with items included in the approved budget.
- 3. That total amount requested for reimbursement is proportional to total amount budgeted.
- 4. That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.
- 5. Completion of the work.

B. Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit C of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

C. The assigned Grantor contact listed in Exhibit C of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

### IV. Manager Approval

Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

**V. Send Payment**

Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

**VI. Indirect Cost Rate Eligibility**

A. Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

B. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

1. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 15% provisional De Minimis rate until the rate is finalized.

2. The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

3. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

C. Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

D. The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Monday, September 30, 2025.

1. Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

2. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional

rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

3. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

E. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXII subsection 22.11 of this Agreement.

F. The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Part III subsection VI of this agreement.

G. All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

VI. The GRANTEE shall abide by conditions set forth by NHTSA:

A. Nondiscrimination (Applies to Subrecipients as Well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
8. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

#### B. General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### C. Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
 

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.



5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[1] Available at [https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/com\\_civ\\_support/non\\_disc\\_pr/media/dot\\_order\\_1050\\_2A\\_standard\\_dot\\_title\\_vi\\_assurances.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/media/dot_order_1050_2A_standard_dot_title_vi_assurances.pdf).

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### 11. The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The grantee's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs;
  - iv. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - v. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - i. Abide by the terms of the statement;
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—

i. Taking appropriate personnel action against such an employee, up to and including termination;

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### 12. Political Activity (Hatch Act) (Applies to Subrecipients as Well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### 13. Certification Regarding Federal Lobbying (Applies to Subrecipients as Well as States)

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. Restriction on State Lobbying (Applies to Subrecipients as Well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

15. Certification Regarding Debarment and Suspension (Applies to Subrecipients as Well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to

which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### 16. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 17. Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended,

ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Buy America (Applies to Subrecipients as Well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## 20. Certification on Conflict of Interest (Applies to Subrecipients as Well as States)

## a. General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

i. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

ii. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

## b. Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

i. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

ii. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may:



1. terminate the award, or
2. determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award.

The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

#### 21. Prohibition on Using Grant Funds To Check for Helmet Usage (Applies to Subrecipients as Well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### 22. Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

#### 23. Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety

policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company- owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

# DuPage Sheriff STEP Grant – Budget

Budget View Settings

## Options

Line Items  Non-Grant Funded

Proposed Budget

## Expense Budget

Category	Grant Funded	Non-Grant Funded	Total Budgeted
<b>1. Personnel (Salaries and Wages) (2 CFR 200.430)</b>	\$39,081.21	\$0.00	\$39,081.21
Hireback Officers	\$39,081.21	\$0.00	\$39,081.21
<b>Total Expense Budget Cost</b>	<b>\$39,081.21</b>	<b>\$0.00</b>	<b>\$39,081.21</b>

## Revenue Budget

### Grant Funding

Award Requested	\$39,081.21	\$39,081.21
<b>Subtotal</b>	<b>\$39,081.21</b>	<b>\$39,081.21</b>

### Non-Grant Funding

Cash Match	\$0.00	\$0.00
In-Kind Match	\$0.00	\$0.00
Other Funding	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Total Revenue Budget Cost (\$39,081.21)**

**Total Overall Budget Cost \$0.00**

**FFY25 STEP Hours and Funding Worksheet (complete prior to starting AmpliFund application)**

**Agency Name**  
DuPage County Sheriff's Office

**Agency STEP OT rate:** \$93.05

**\*\*Before completing the mandatory and optional campaign sections, please review the Completion Instructions (bottom left of document)\*\***

Mandatory Campaigns													
		OCCUPANT PROTECTION					IMPAIRED DRIVING						
		# of officers	# of hours	# of details	Total Hours	Total Funding	# of officers	# of hours	# of details	Total Hours	Total Funding		
Thanksgiving -	11/15-26, (6am), 2024	1	4	4	16.00	\$1,488.81	Thanksgiving	1	4	3	12.00	\$1,116.61	
Christmas/New Year's -	12/13/24 - 1/2 (6am), 2025	1	4	8	32.00	\$2,977.62	Christmas/New Year's	1	4	9	36.00	\$3,349.82	
St. Patrick's Day -	3/7-18 (6am), 2025	1	4	2	8.00	\$744.40	St. Patrick's Day	1	4	9	36.00	\$3,349.82	
Memorial Day -	5/16-27, (6am) 2025	1	4	10	40.00	\$3,722.02	Memorial Day	1	4	4	16.00	\$1,488.81	
Independence Day -	6/20 - 7/7, (6am), 2025	1	4	8	32.00	\$2,977.62	Independence Day	1	4	4	16.00	\$1,488.81	
Labor Day -	8/15 - 9/2 (6am), 2025	1	4	8	32.00	\$2,977.62	Labor Day	1	4	4	16.00	\$1,488.81	
<b>Total</b>					<b>160.00</b>	<b>\$14,888.08</b>	<b>Total</b>					<b>132.00</b>	<b>\$12,282.67</b>

Optional Campaigns													
		OCCUPANT PROTECTION					IMPAIRED DRIVING						
		# of officers	# of hours	# of details	Total Hours	Total Funding	# of officers	# of hours	# of details	Total Hours	Total Funding		
Halloween -	10/18 - 11/1 (6am), 2024	1	4	2	8.00	\$744.40	Halloween	1	4	2	8.00	\$744.40	
Super Bowl -	2/3-6 (6am), 2025	0	0	0	0.00	\$0.00	Super Bowl	0	0	0	0.00	\$0.00	
Child Passenger Safety-	9/19-30 (6am) 2025	1	4	6	24.00	\$2,233.21	<b>Totals</b>					<b>8.00</b>	<b>\$744.40</b>
<b>Total</b>					<b>32.00</b>	<b>\$2,977.62</b>							

FFY25 STEP Totals												
April Distracted Driving Campaign						Hours		Funding				
	# of officers	# of hours	# of details	Total Hours	Total Funding	MANDATORY CAMPAIGNS		MANDATORY CAMPAIGNS				
Distracted Driving -	4/1-30,(6am) 2025	1	4	8	32.00	32.00	Occupant Protection	160.00	Occupant Protection	\$14,888.08		
<b>July Speed Campaign</b>						132.00	Impaired Driving	132.00	Impaired Driving	\$12,282.67		
	# of officers	# of hours	# of details	Total Hours	Total Funding	<b>Mandatory Total</b>		<b>Mandatory Total</b>				
Speed Awareness -	7/8-8/1 (6am), 2025	1	4	9	36.00	292.00	<b>OPTIONAL CAMPAIGNS</b>		<b>OPTIONAL CAMPAIGNS</b>			
<b>***** ADDITIONAL ENFORCEMENT CANNOT EXCEED *****</b>												
Maximum Hours Allowed	400.00	Maximum Funding Allowed	\$37,220.20			32.00	Occupant Protection	32.00	Occupant Protection	\$2,977.62		
<b>Additional Enforcement</b>						8.00	Impaired Driving	8.00	Impaired Driving	\$744.40		
	# of officers	# of hours	# of details	Total Hours	Total Funding	32.00	April Distracted Driving	32.00	April Distracted Driving	\$2,977.62		
Additional Enforcement	1	4	5	20.00	\$1,861.01	36.00	July Speed	36.00	July Speed	\$3,349.82		
<b>Optional Total</b>						108.00	<b>Optional Total</b>		<b>Optional Total</b>			
<b>Campaign SubTotal</b>						400.00	<b>Campaign SubTotal</b>		<b>Campaign SubTotal</b>			
<b>Additional Enforcement</b>						20.00	<b>Additional Enforcement</b>		<b>Additional Enforcement</b>			
<b>Total Hours Requested</b>						<b>420.00</b>	<b>Total Hours Requested</b>		<b>Total Funding Requested</b>			
<b>Total Funding Requested</b>						<b>\$39,081.21</b>						

NOTE: Additional Enforcement Total Hours and Total Funding cells must remain GREEN to meet STEP Grant parameters, IF the cells highlight to RED, reduce the number of Additional Enforcement hours being requested

If your agency wishes to request INDIRECT COST reimbursement for FFY25, complete this section. Contact your Finance Person to determine if your agency has an approved Indirect Cost Rate with the State of Illinois, if not, use a 10% de minimus rate.

**\*\* Mandatory/Optional Campaign Section Completion \*\***

Indirect Cost Rate (enter as decimal in blue cell (ex: 10% = .10))   \$0.00

**Overtime Rate Box:** enter the OT rate that will be used to calculate campaign budgets

**# of officers column:** enter the number of assigned that will work a grant detail

**# of hours column:** enter the number of hours a grant detail will last

**# of details column:** enter the number of details that will be scheduled for a campaign

**Total Hours column:** will autocalculate based on number of officers, hours and details

**Total Funding column:** will autocalculate based on total hours and OT rate

FFY25 STEP Grant Funding	
Mandatory/Optional Campaign Personnel Funding	\$39,081.21
Indirect Cost (if applied for)	\$0.00
<b>TOTAL GRANT AMOUNT</b>	
	<b>\$39,081.21</b>



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-3236

**Agenda Date:** 12/3/2024

**Agenda #:** 8.A.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective October 1, 2024

From: 1400  
 Company #

LAW LIBRARY  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5960	52200		OPERATING SUPPLIES & MATERIALS	\$ 4,700.00	26,100.74	21,400.74	11/15/24
5960	53828		CONTINGENCIES	\$ 3,700.00	3,800.00	100.00	11/15/24
Total				\$ 8,400.00			

To: 1400  
 Company #

LAW LIBRARY  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5960	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 4,700.00	4,041.29	658.71	11/15/24
5960	50000		REGULAR SALARIES	\$ 3,700.00	5,143.01	8,843.01	11/15/24
Total				\$ 8,400.00			

Reason for Request:

Transfers needed to cover expected shortage for remainder of FY2024 in Employee Med and Hosp. Ins fund and Regular salaries fund.

Signature on file

Department Head

*[Handwritten Signature]*

11/15/24

Date

Activity

(optional)

Chief Financial Officer

Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 12/3/24  
 FIN/CB - 12/10/24



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-3237

**Agenda Date:** 12/3/2024

**Agenda #:** 8.B.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

NEUTRAL SITE CUSTODY EXCHANGE

From: 1400  
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
5920	50080		SALARY & WAGE ADJUSTMENTS	\$ 3,123.00	3,123.00	0	11/15/24	1400-9104
5920	53828		CONTINGENCIES	\$ 4,250.00	5,560.00	1,310.00	11/15/24	1400-9104
5920	52000		FURN/MACH/EQUIP SMALL VALUE	\$ 1,200.00	4,415.94	3,215.94	11/15/24	1400-9104
Total				\$ 8,573.00				

NEUTRAL SITE CUSTODY EXCHANGE

To: 1400  
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
5920	50000		REGULAR SALARIES	\$ 3,123.00	2,034.65	5,157.65	11/15/24	1400-9104
5920	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 4,250.00	(3,495.78)	754.22	11/15/24	1400-9104
5920	50040		PART TIME HELP	\$ 1,200.00	7,228.71	8,428.71	11/15/24	1400-9104
Total				\$ 8,573.00				

Reason for Request:

Budget transfer to move funds from Salary & Wage Adjustment, Contingencies, and Furniture/Machine/Equipment Small Value to Regular Salaries, Employee Medical & Hospital Insurance and Part-Time help to cover the expected shortages in these personnel accounts for the remainder of FY24.

Signature on file

Department Head [Signature]

Chief Financial Officer \_\_\_\_\_

11/14/24  
 Date

11/19/24  
 Date

Activity \_\_\_\_\_  
 (optional)

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

JPS - 12/3/24  
 FIN/CB - 12/10/24





## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-3188

**Agenda Date:** 12/3/2024

**Agenda #:** 9.A.

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JPS Only 12/3



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 14, 2024

MinuteTraq (IQM2) ID #: 24-3188

<b>Purchase Order #:</b> 7339-0001 SERV	<b>Original Purchase Order Date:</b> Dec 1, 2023	<b>Change Order #:</b> 1	<b>Department:</b> Sheriff's Office
<b>Vendor Name:</b> CDW Government		<b>Vendor #:</b> 10667	<b>Dept Contact:</b> Colleen Zbilski
<b>Background and/or Reason for Change Order Request:</b>	Decrease and close PO by (\$19,916.80). Purchase order and quote dates are incorrect and do not reflect the correct term of the contract.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$19,916.80
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$19,916.80
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$19,916.80)
E	New contract amount (C + D)	\$0.00
F	Percent of current contract value this Change Order represents (D / C)	-100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-100.00%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
 Close Contract     
 Contract Extension (29 days)     
 Consent Only

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

Decrease remaining encumbrance and close contract     
 Increase encumbrance and close contract     
 Decrease encumbrance     
 Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount     
 Funding Source \_\_\_\_\_

OTHER - explain below:

VC	6184	Nov 14, 2024	CZ	2122	Nov 14, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	Procurement Officer		Date	11/15/2024
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	



## Informational

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-3189

**Agenda Date:** 12/3/2024

**Agenda #:** 10.A.

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# DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

November 15, 2024

Ms. Lucy Chang Evans  
Chairwoman of the Judicial  
Public Safety Committee  
County Board Offices  
421 N. County Farm Road  
Wheaton, IL 60187

**RE: Monthly Statistical Report**

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through October 31, 2024.

Sincerely,

**Signature on file**

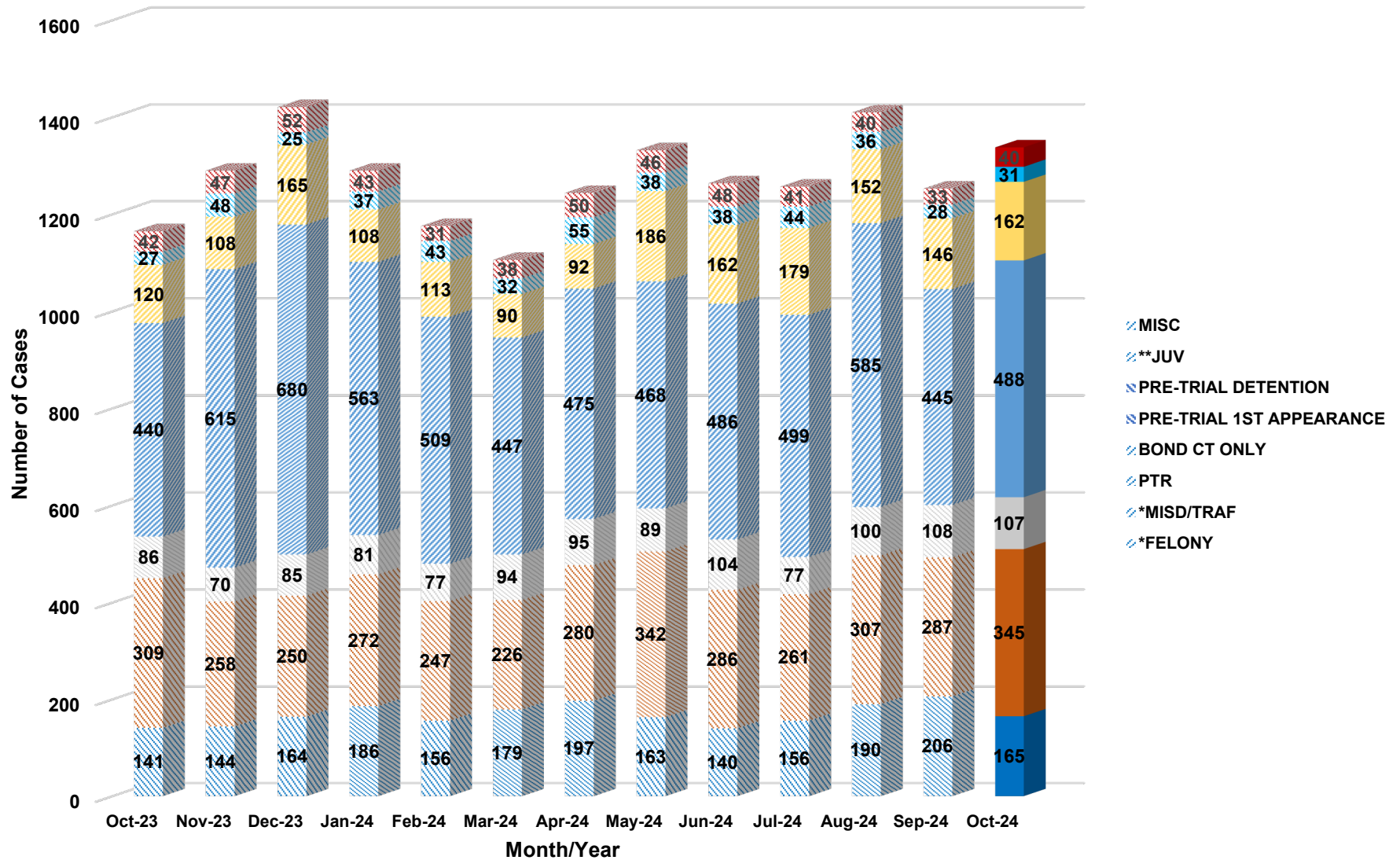
JEFFREY R. YORK  
Public Defender of DuPage County

JRY/mb  
encl.

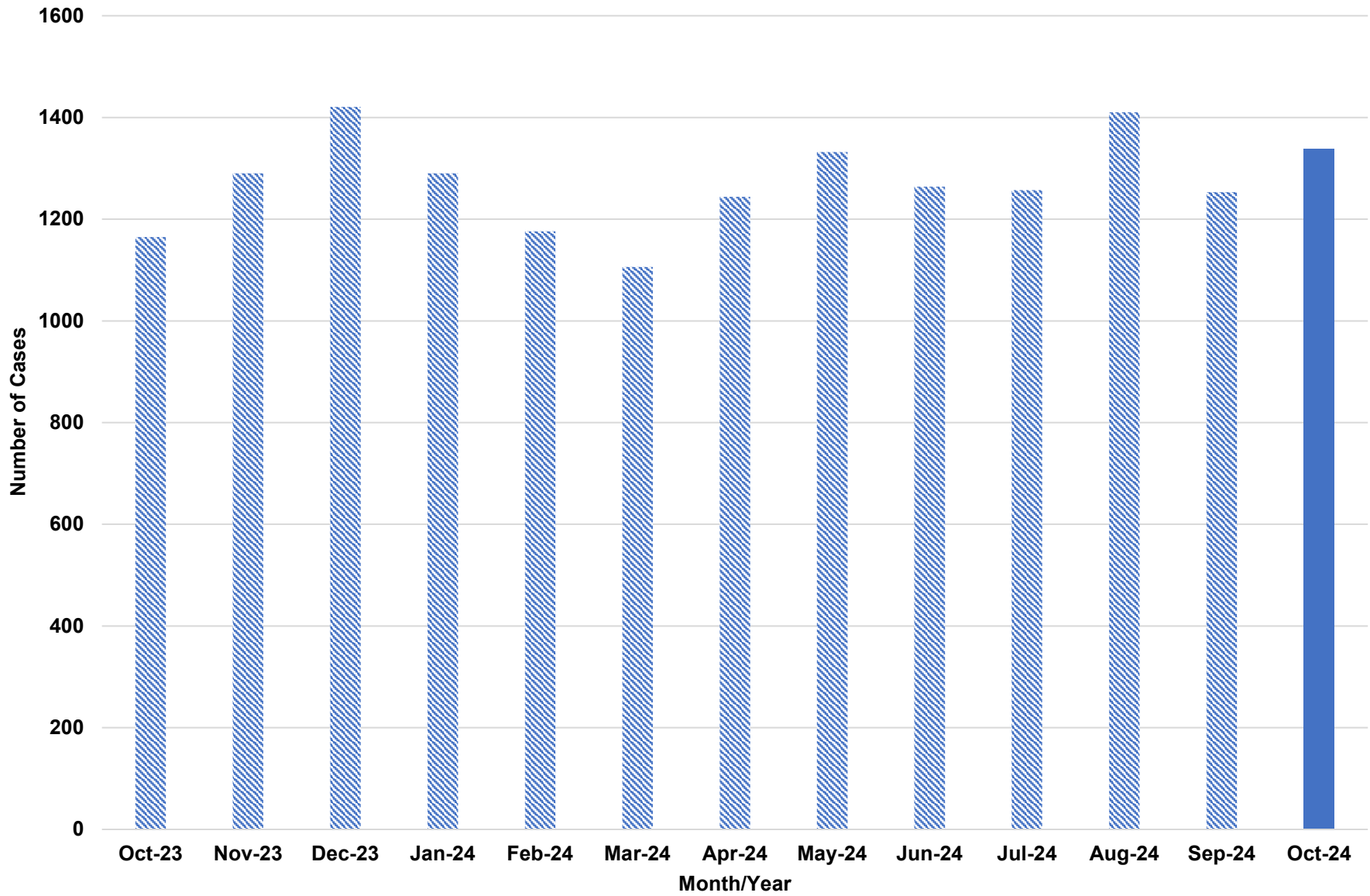
Public Defender's Office - New Case Appointments - October 2024

<b>Case Type</b>	<b>Case Sub Type</b>	<b>Number of Cases</b>
Criminal	Felony	165
Criminal	Misdemeanor	345
Juvenile Abuse and Neglect		10
Juvenile Delinquency		21
Mental Health & Miscellaneous		40
Pre-Trial First Appearance		488
Pre-Trial Detention		162
PTR	Felony/Misdemeanor	107
<b>Total</b>		<b>1338</b>

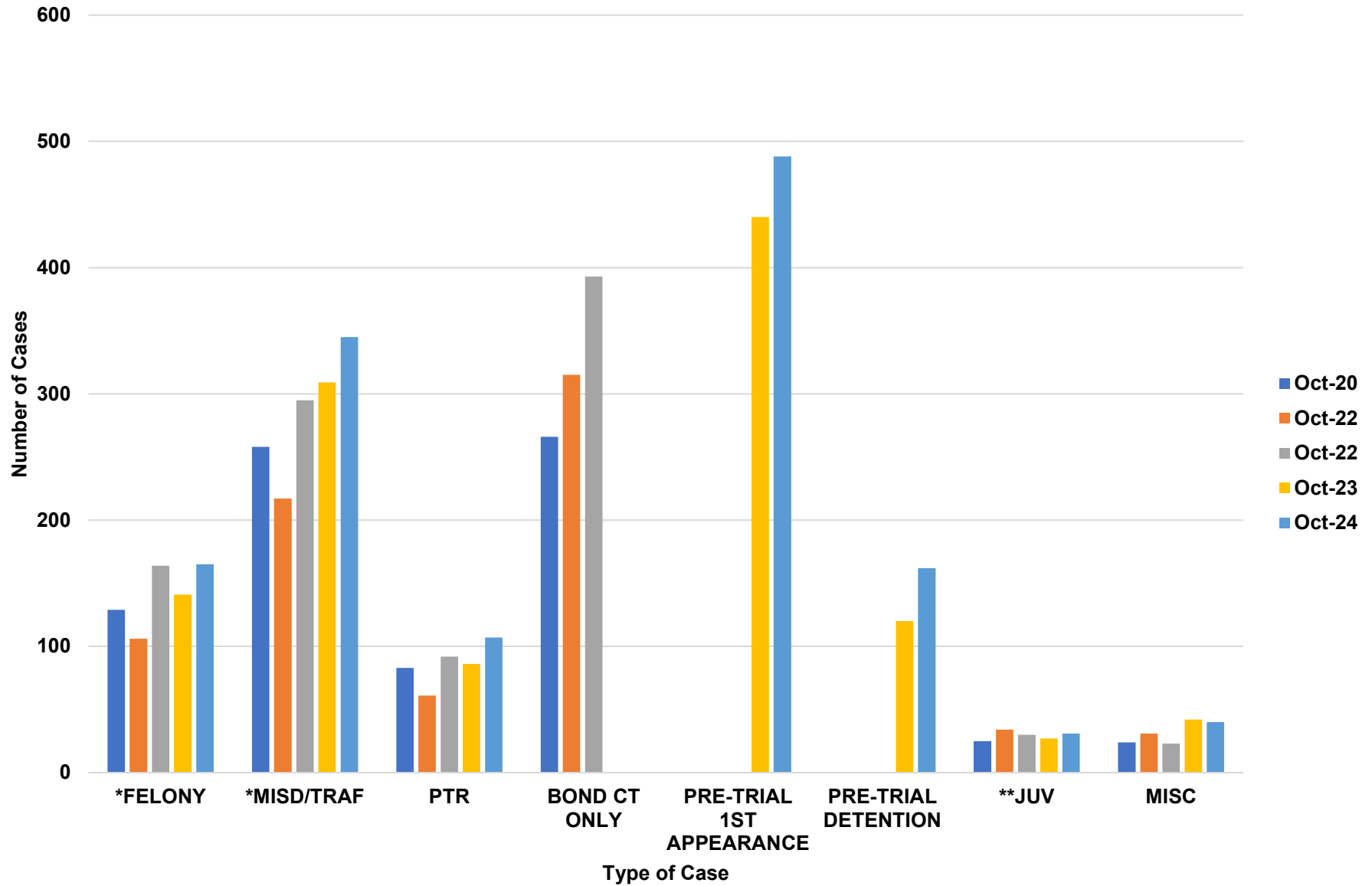
## Public Defender's Office - New Appointments - By Category Stacked October 2023 - October 2024



## Public Defender's Office - New Case Appointments October 2023 - October 2024

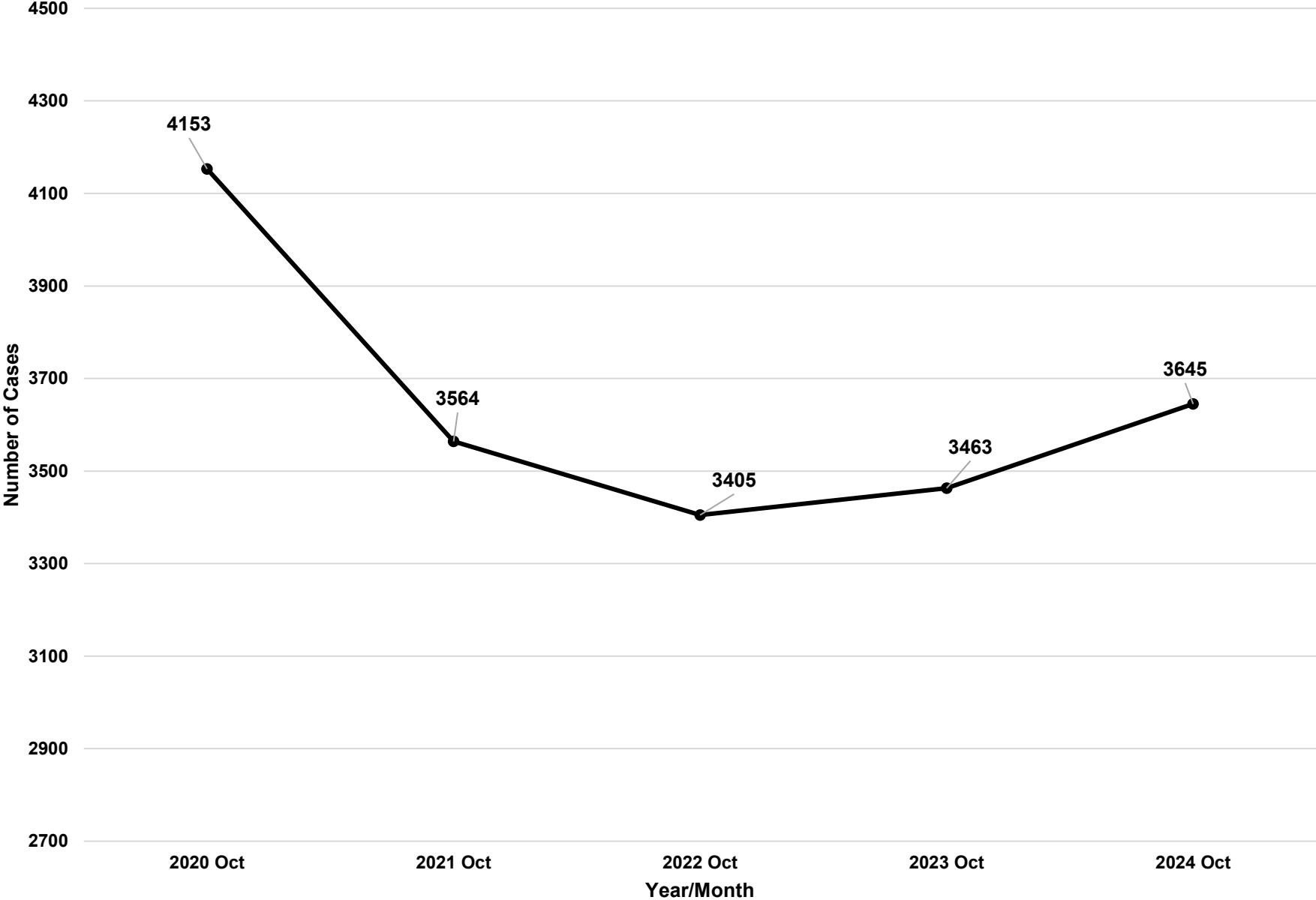


## Public Defender's Office - New Case Appointment by Type October 2020 - October 2024

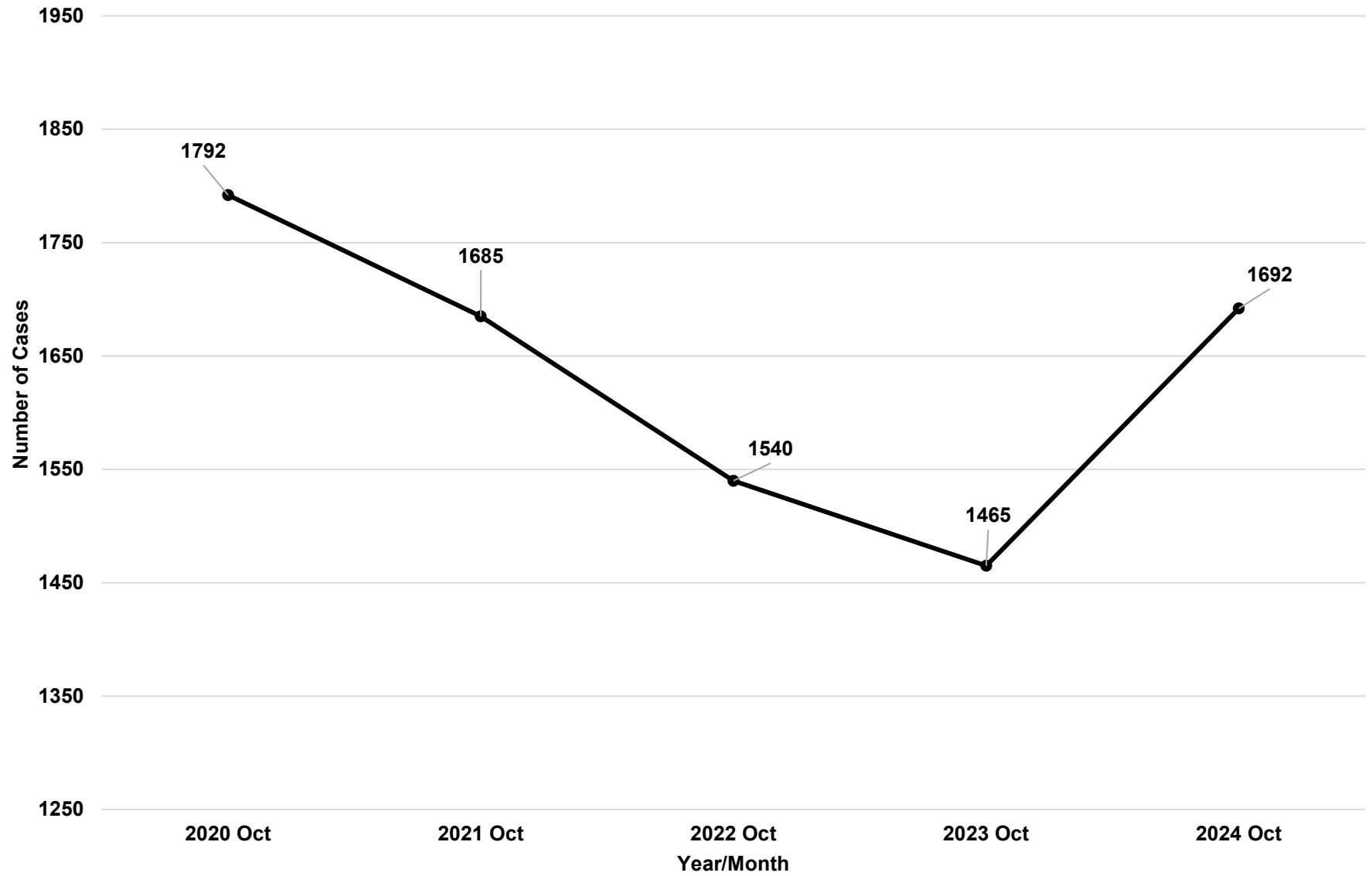




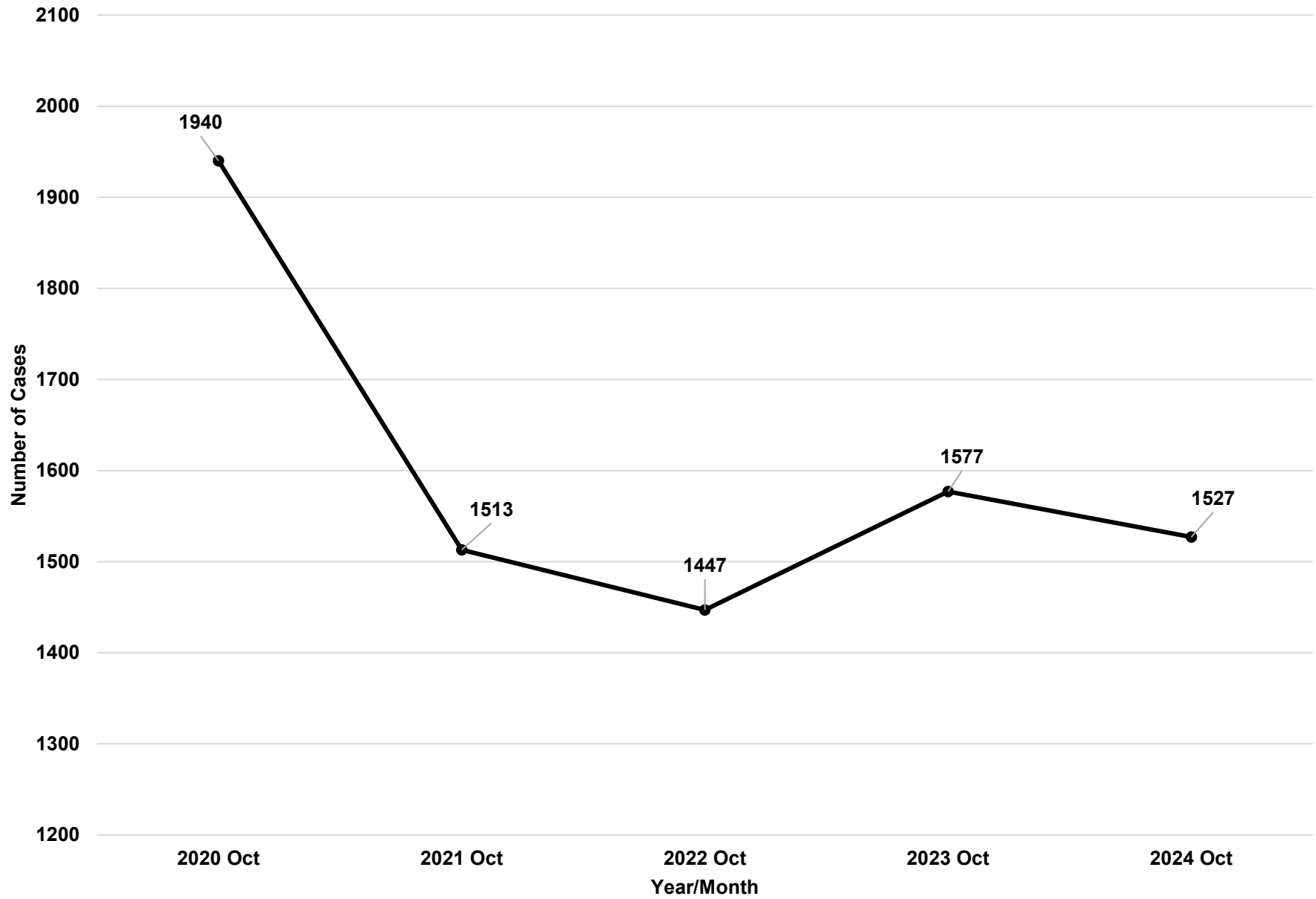
**Public Defender - Attorney Active Files - October 2020 - October 2024**



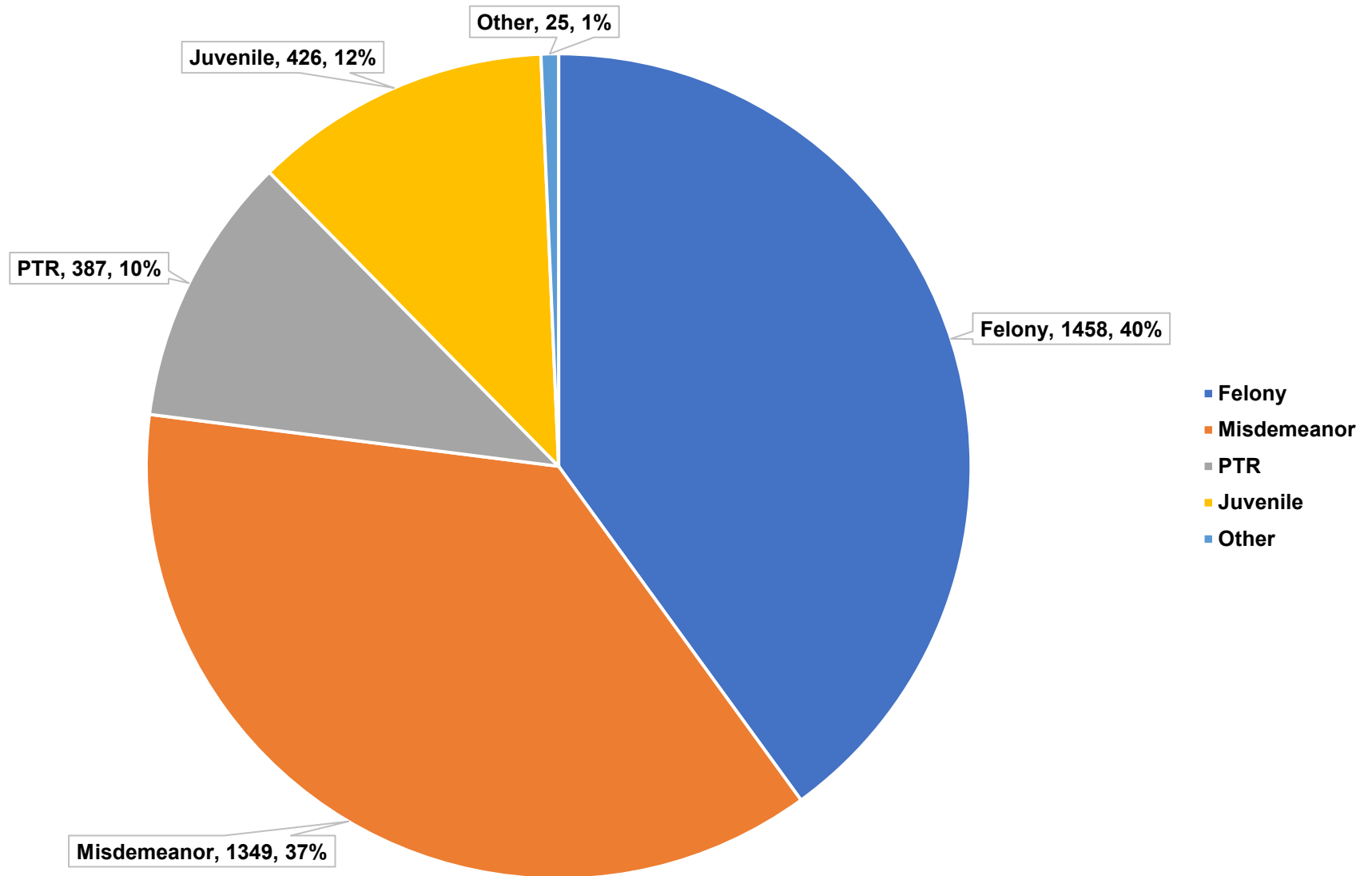
# Public Defender - Felony Active Files - October 2020 - October 2024



### Public Defender - Misdemeanor Active Files - October 2020 - October 2024



## Public Defender's Office - October 2024 Open Cases by Category





## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** 24-3238

**Agenda Date:** 12/3/2024

**Agenda #:** 9.A.

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FM-P-0081B-22

SECOND AMENDMENT TO RESOLUTION FM-P-0081-22 ISSUED TO  
WIGHT CONSTRUCTION SERVICES, INC  
TO PROVIDE ARCHITECTURAL AND ENGINEERING DESIGN AND PROFESSIONAL  
CONSTRUCTION MANAGER SERVICES  
ON AN AT-RISK BASIS FOR THE JOF ANNEX EXPANSION /  
BOND COURT / DOMESTIC RELATIONS COURTROOMS  
FOR THE 18<sup>TH</sup> JUDICIAL CIRCUIT AND FACILITIES MANAGEMENT  
(INCREASE CONTRACT \$250,000)

WHEREAS, the County of DuPage (“COUNTY”) and Wight Construction Services, Inc. (“CONSULTANT”) entered into an Agreement to provide professional construction management services for improvements at the 18<sup>th</sup> Judicial Circuit located on the DuPage County Campus under Resolution FM-P-0081-22 (“AGREEMENT”), adopted and approved by the County Board on March 8, 2022; and

WHEREAS, the first amendment to the AGREEMENT FM-P-0081A-22 was adopted on October 25, 2022 to amend project funding encumbrances, and did not change the scope of work or cost of the work; and

WHEREAS, additional improvements outside the original scope of work are proposed to be completed including the installation of new doors and other improvements for the Circuit Court Clerk for required increased security; and

WHEREAS, the County requires professional architectural, engineering, construction management and construction administration services to undertake the additional improvements; and

WHEREAS, the County has determined that the most cost-efficient and time-effective means of undertaking the additional improvements is by way of amending the AGREEMENT for Construction Manager at Risk services, which includes architectural and engineering design services; and

WHEREAS, the COUNTY and CONSULTANT have agreed to amend the AGREEMENT to modify the Scope of Work as outlined above and further defined in the revised Exhibit D of said AGREEMENT, attached to this Resolution; and

WHEREAS, it is in the COUNTY’S best interest to amend the AGREEMENT with the CONSULTANT as stated above and, further, that said change is authorized by law; and

WHEREAS, all other provisions of the AGREEMENT not expressly changed by this Amendment shall remain in full force and effect in their entirety.

NOW, THEREFORE BE IT RESOLVED, that the County Board hereby adopts and approves the Change Order Notice, dated December 10, 2024, to County Contract [Purchase Order] #5709-0001 SERV, issued to Wight Construction Services, Inc., to provide professional construction manager services, for additional improvements at the Circuit Court Clerk, which includes the installation of new doors and other improvements for required increased security. The County Board approves additional improvements as defined in Exhibit D, increasing the original contract amount from \$19,800,000, to a new amended contract amount not to exceed \$20,050,000, a total increase of 1.26%.

Enacted and approved this 10<sup>th</sup> day of December, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Dec 10, 2024

MinuteTraq (IQM2) ID #: 24-3195

<b>Purchase Order #:</b> 5709-0001 SERV	<b>Original Purchase Order Date:</b> Mar 8, 2022	<b>Change Order #:</b> 8	<b>Department:</b> Facilities Management
<b>Vendor Name:</b> Wight Construction Services, Inc.		<b>Vendor #:</b> 26311	<b>Dept Contact:</b> Cathie Figlewski

**Background and/or Reason for Change Order Request:** FM-P-0081B-22 Second Amendment to Resolution FM-P-0081-22 issued to Wight Construction Services, Inc., to provide Architectural and Engineering Design services and Professional Construction Manager services under a Construction Manager at Risk/Guaranteed Maximum Price method of delivery, for the Judicial Annex Improvements, Bond Courtroom expansion at the Jail, and for two new courtrooms at the Judicial Office Facility, for the 18th Judicial Circuit, for Facilities Management, to add additional scope of work to install new doors and other improvements for the Circuit Court Clerk for required increased security and increase the funding in the amount of \$250,000.00, taking the original contract amount from \$19,800,000 and resulting in a final County cost of \$20,050,000.00, a increase of 1.26%.

Add new line - Budget code: 60001220-54010 Description: CCC Building Improvements

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

A	Starting contract value	\$19,800,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$19,800,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$250,000.00
E	New contract amount (C + D)	\$20,050,000.00
F	Percent of current contract value this Change Order represents (D / C)	1.26%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	1.26%

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount  Funding Source 6000-1220-54010
- OTHER - explain below:

cf	5665	Nov 22, 2024	<b>Signature on File</b>	Nov 22, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext

### REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
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# Decision Memo

## Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Dec 10, 2024

File ID #: 24-3195

Purchase Order #: 5709-0001SERV

Requesting Department: Facilities Management	Department Contact: Cathie Figlewski
Contact Email: catherine.figlewski@dupagecounty.gov	Contact Phone: x5665
Vendor Name: Wight Construction Services, Inc.	Vendor #: 26311

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

FM-P-0081B-22 Second Amendment to Resolution FM-P-0081-22 issued to Wight Construction Services, Inc., to provide Architectural and Engineering Design services and Professional Construction Manager services under a Construction Manager at Risk/Guaranteed Maximum Price method of delivery, for the Judicial Annex Improvements, Bond Courtroom expansion at the Jail, and for two new courtrooms at the Judicial Office Facility, for the 18th Judicial Circuit, for Facilities Management, to add additional scope of work to install new doors and other improvements for the Circuit Court Clerk for required increased security and increase the funding in the amount of \$250,000.00, taking the original contract amount from \$19,800,000 and resulting in a final County cost of \$20,050,000.00, a increase of 1.26%.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The JPS Committee has determined that additional security improvements are required to be constructed at the Circuit Court Clerk's office. Amending the Wight Construction contract is the most efficient and cost effective direction to construct these improvements.

**Original Source Selection/Vetting Information** - Describe method used to select source.

A request for a Statement of Interest was issued for Professional Construction Manager At Risk (G-MAX) services for the 503 Judicial Annex Improvements; three Construction Management firms were interviewed, Wight Construction Services, Inc. was determined to possess the qualified staff to provide these Professional Construction Manager Services.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Staff recommends approval to make a contractual scope change and increase the contract in the amount of \$250,000 so the additional security improvements that are required can be constructed in a efficient time frame for the Circuit Court Clerk.
- 2) No other options.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Fiscal year 2025 impact. Facilities Management Infrastructure fund 6000-1220-54010.



DuPage County - 505 JOF Building  
Circuit Court Clerk Renovation



**Conceptual Construction Budget**

11/19/2024

Building Area Square Footage:

<b>Hard Construction Costs</b>		<b>Estimated Costs</b>
Demolition		\$8,000
Partitions		\$16,801
Flooring/Base		\$5,000
Wall Finishes		\$74,761
Ceilings		\$5,000
Casework		\$2,500
Glass		\$9,950
Doors/Frames/Hardware		\$27,000
Electrical		\$10,000
Security (Allied)		\$20,000
GRs (temporary protection & dumpsters)		\$5,300
<b>Subtotal Construction Costs</b>		<b>\$184,312</b>

<b>Contingencies and Escalation</b>	<b>Factor</b>	<b>Estimated Costs</b>
Contingency	13%	\$23,039
Escalation	0%	\$0
<b>Subtotal</b>		<b>\$23,039</b>

**Estimated Construction Budget w/Contingencies \$207,400**

<b>Allowances</b>		<b>Estimated Costs</b>
Fire protection rework allowance	LS	\$5,000
Security camera relocation allowance	LS	\$5,000
<b>Subtotal</b>		<b>\$10,000</b>

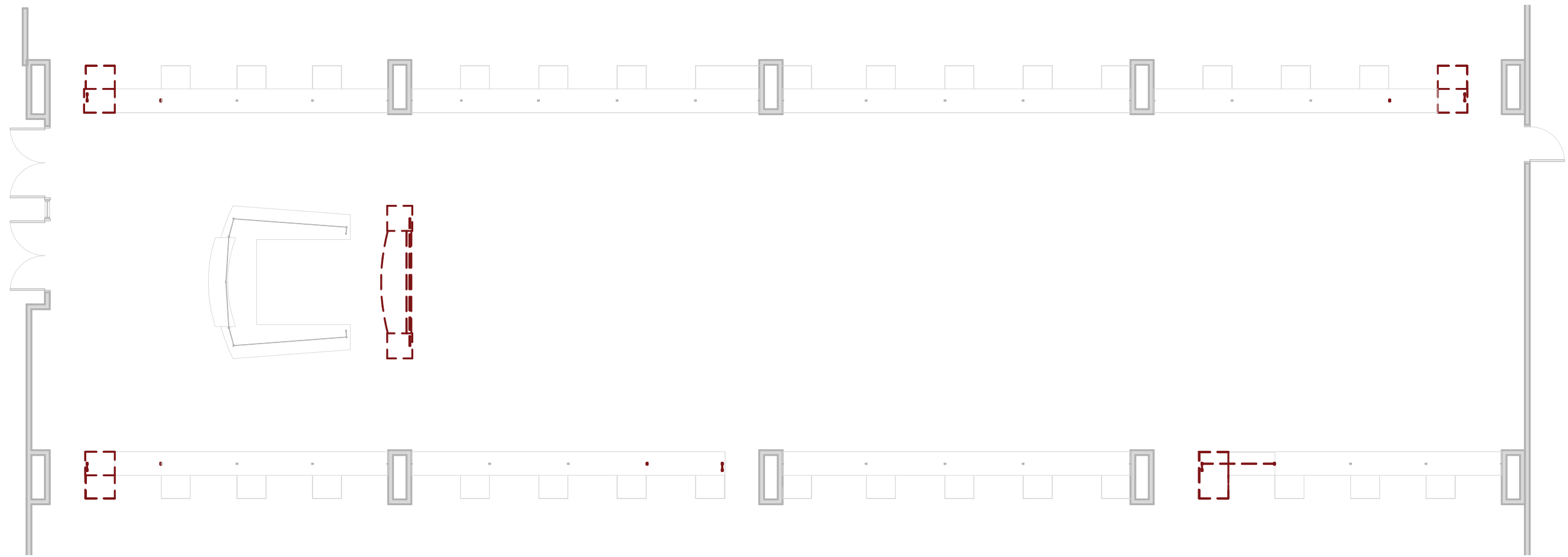
<b>Soft Costs</b>		<b>Estimated Costs</b>
A/E Fees, CM Fees, Insurance, Bonds, Etc.	15%	\$32,610
<b>Subtotal</b>		<b>\$32,610</b>

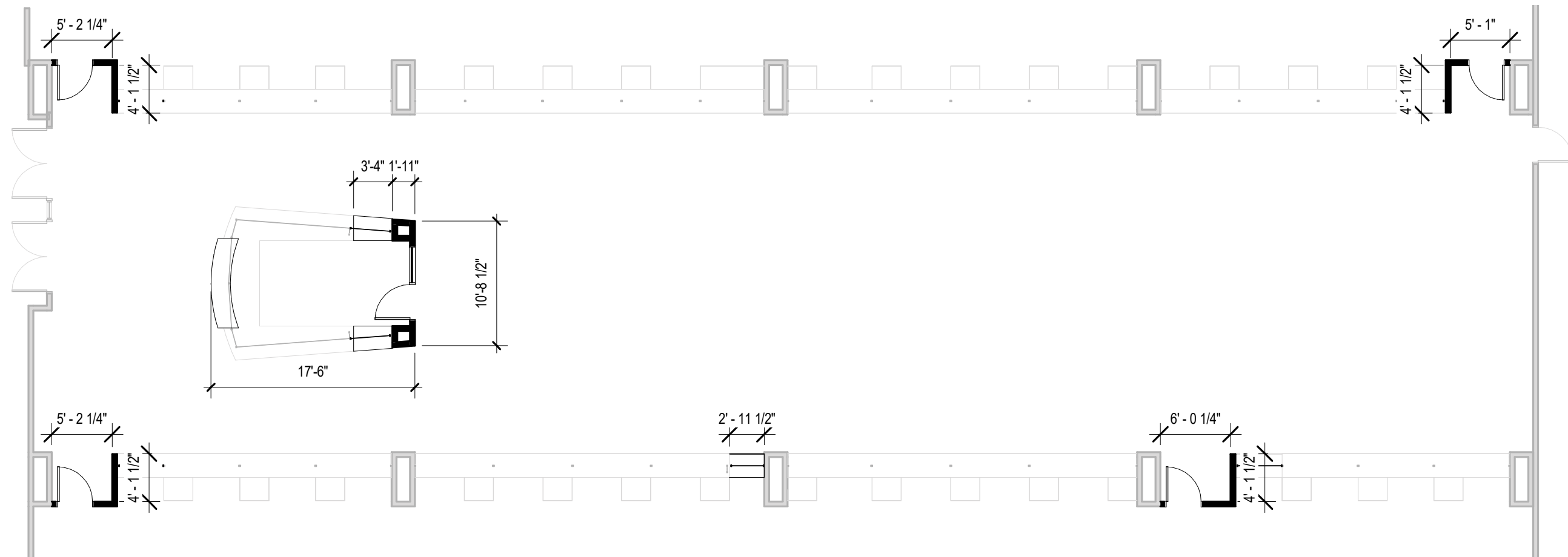
**Total Project Costs \$250,000**

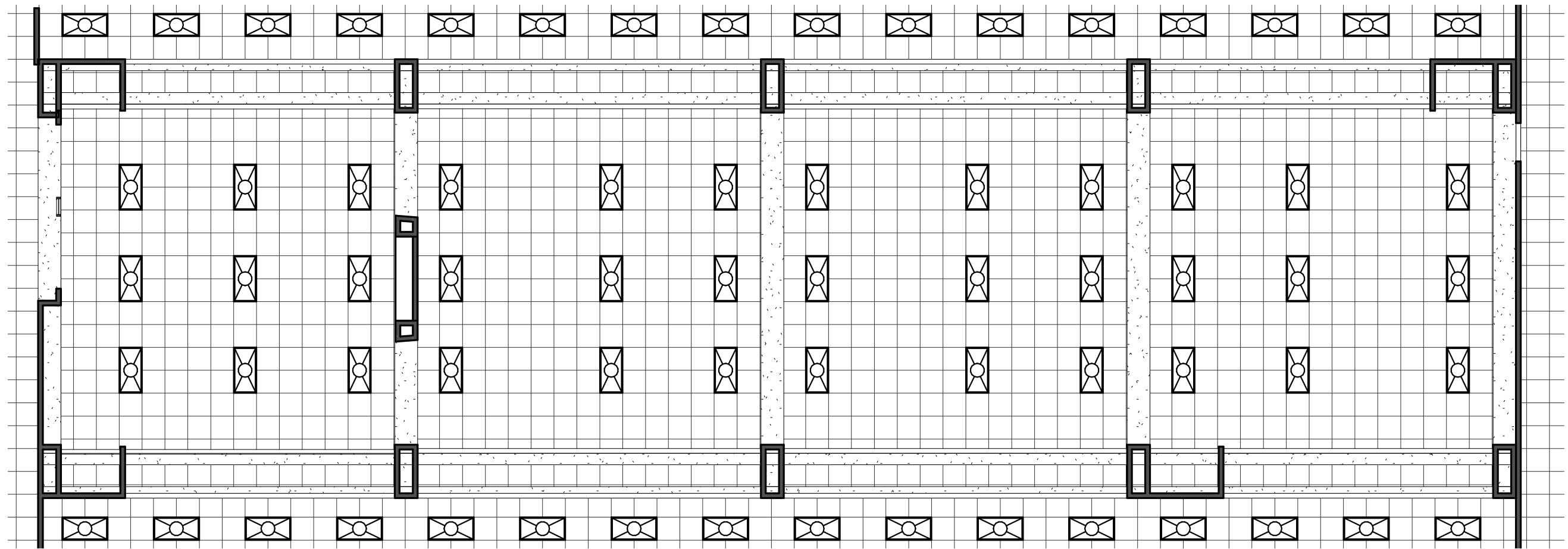
# Dupage County · COUNTY CLERK'S OFFICE RENOVATION

Concept Design · 09/27/24











LOBBY SIDE



LOBBY SIDE



OFFICE SIDE



OFFICE SIDE





# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
503 Judicial Annex Improvements  
DuPage County, IL

**CONTRACT INFORMATION:**  
Contract For: Construction Manager  
Date: 3/08/2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: 11/20/2024

**OWNER:** *(Name and address)*  
County of DuPage, Illinois  
421 N. County Farm Road  
Wheaton, IL 60187

**ARCHITECT:** *(Name and address)*  
Wight & Company  
2500 North Frontage Road  
Darien, IL 60561

**CONTRACTOR:** *(Name and address)*  
Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The Scope of Work under the Contract shall be changed to include:

1. Provide security improvements at the DuPage County Circuit Court Clerk’s office area in the 505 JOF building.
2. This project will eliminate the existing half-height doors, that currently allow access to the authorized personnel areas, replacing them with new walls to accommodate full-height wood doors, the associated security hardware and new millwork enclosure panels.
3. This scope of work also includes but is not limited to demolition of existing millwork, countertops, doors/frames/hardware, providing new half-height doors at center desk, new wall framing, drywall, painting, glass dividers/stanchions, millwork, fire protection rework as necessary, miscellaneous electrical, access control devices and associated design.

The total value of this added scope is \$250,000.00. This Work is funded through DuPage County and is not associated with ARPA funding. Refer to the revised Exhibit D, attached for updated breakdown.

The original Contract Sum was	\$ 19,800,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 19,800,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 250,000.00
The new Contract Sum including this Change Order will be	\$ 20,050,000.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Wight & Company  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

Wight Construction Services, Inc.  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

County of DuPage, Illinois  
\_\_\_\_\_  
**OWNER** *(Firm name)*

**SIGNATURE**

Jason Dwyer  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

11/20/2024  
\_\_\_\_\_  
**DATE**

**SIGNATURE**

Jason Dwyer  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

11/20/2024  
\_\_\_\_\_  
**DATE**

**SIGNATURE**

Deborah A. Conroy, Chair DuPage County Board  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**





# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Nov 20, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Wight Construction Services, Inc.	Company Contact: Carol Roglin
Contact Phone: 630.969.7000	Contact Email: CRoglin@wightco.com

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Mark Wight	630.739.7373	MWight@wightco.com
Patrick Cermak	630.739.6520	PCermak@wightco.com
Jason Dwyer	630.739.6921	JDwyer@wightco.com
Carol Roglin	630.739.6496	CRoglin@wightco.com
Nick Sleboda	630.739.7322	NSleboda@wightco.com

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature Signature on File  
 Printed Name Carol Roglin  
 Title Chief Financial Officer, Secretary, and Treasurer  
 Date Nov 20, 2024



# Required Vendor Ethics Disclosure Statement

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Bid/Contract/PO #: \_\_\_\_\_

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Contact Phone: 630.969.7000	Contact Email: CRoglin@wightco.com

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<http://www.dupageco.org/CountyBoard/Policies/>

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Authorized Signature Signature on File  
 Printed Name Carol Roglin  
 Title Chief Financial Officer, Secretary, and Treasurer  
 Date Nov 20, 2024